



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 Meeting
Monday, August 07, 2006 3:00 PM
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action, and discussion regarding a report on discussions being conducted, working toward the completion and adoption of a Pole Attachment License Agreement with Cebridge Acquisitions, L.P., DBA Suddenlink Communications.
3. Presentation, possible action, and discussion on the FY 2006-2007 Proposed Budget.
4. 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.
5. Council Calendars

Aug. 3	Regional Economic Opportunity Forum Luncheon – 11:30 a.m. – Reed Arena
Aug. 3	Reception for Economic Development Candidates – 5:30 p.m. College Station Conference Center
Aug. 4	New Employees Luncheon (CSISD) – Pebble Creek 11:45 a.m.
Aug. 7	Council Workshop and Regular Meeting – 3:00 p.m. and 7:00 p.m.
Aug. 8 - 11	9 th Annual Transportation Summit – Irving, Tx
Aug. 14	Special Meeting of City Council – Budget – 3:00 p.m.
Aug. 15	Transportation Committee Meeting – 4:30 p.m. – Admin Conference Room – City Hall
Aug. 17	Business After Hours – Brazos Animal Shelter - 5:30 p.m.

Aug. 18	Dedication of William D. Fitch Parkway – Victoria/Castlegate 9:00 a.m.
Aug. 21	Boston’s Aggieland Ribbon Cutting and Fundraiser – 4:30
Aug. 21	Intergovernmental Committee Meeting – Noon – Convention and Visitors Bureau
Aug. 22	Special Meeting of City Council – Budget – 3:00 p.m.
Aug. 23	Special Meeting of City Council – Budget – 3:00 p.m.
Aug. 24	Council Workshop and Regular Meeting – 3:00 p.m. and 7:00 p.m.
Aug. 25 – 26	Newly Elected Officials Orientation – Dallas, TX
Aug. 30	Brazos Valley Health Summit – Brazos Center – 9:30 a.m.
Aug. 31	Special Meeting of City Council – Budget – 3:00 p.m.
Aug. 31	Texas A&M System Energy Conference – Annenberg Presidential Conference Center – 3:00 p.m.

6. 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, CSISD/City Joint Meeting, 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, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, (see attached posted notices for subject matters).
7. 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)
- j. Cause No. 06-000703-CV-85, Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.
- k. Possible settlement water CCN with Welborn
- l. Possible settlement of sewer CCN issue
- m. Legal Aspects of Cebridge Pole Contract

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. Discussion of appointing Mayor Pro tem
 - b. Discussion of appointing chairman to Planning and Zoning Commission
 - c. Council appointed representatives to joint committees with other governmental agencies and community groups
8. Final Action on executive session, if necessary.
9. Adjourn.

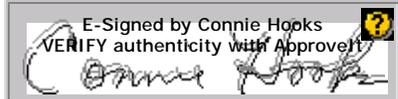
APPROVED:



City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the August 7, 2006 at 3:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda

Posted this 4th day of August, 2006 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on August 4, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.

CITY OF COLLEGE STATION, TEXAS

By _____

Subscribed and sworn to before me on this the ____ day of _____, _____ Notary Public – Brazos County, Texas

My commission expires: _____

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

Agenda
College Station City Council
Regular Meeting
Monday, August 07, 2006 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

10. Pledge of Allegiance, Invocation, Consider absence requests

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

Consent Agenda

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

Vision Statement IV – Professionals promoting a robust, sustainable, growing, and diverse economic environment.

- 11.1 Presentation, possible action, and discussion regarding approval of a resolution adopting the Community Development (CD) Office's proposed Fiscal Year 2006-07 Action Plan and Budget.

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

- 11.2 Presentation, possible action and discussion on calling a public hearing on the City of College Station 2006-2007 Proposed Budget for August 24, 2006.

11.3 Presentation, possible action and discussion on approving annual tire purchases from the State of Texas Tire Contract in the amount of \$108,000.00 through Pilgers Tire & Auto in College Station.

11.4 Presentation, possible action, and discussion regarding Change Order No. 4 to a contract with Mitchell & Morgan, L.L.P., in an amount not to exceed \$3,185.00, for the Texas Avenue Utility Relocation Project.

11.5 Presentation, possible action, and discussion of Change Order #9 to a Construction Contract with M. Hanna Construction Company Inc. for the BVSWMA Landfill Phase I Gas Collection and Partial Final Cover Project, decreasing the contract amount by \$50,038.50, for a revised contract amount of \$2,209,854.59.

Vision Statement IV – Professionals promoting a robust, sustainable, growing, and diverse economic environment.

11.6 Presentation, possible action and discussion on a resolution selecting the law firm of Jones Walker for legal services associated with the proposed Hotel Convention Center project in an amount not to exceed \$80,000.

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

11.7 Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to remove an existing waterline within Wellborn Road right-of-way. The estimated cost of the City's participation is \$2,110.00.

11.8 Presentation, possible action, and discussion regarding approval of a resolution awarding a service contract with MicroAge Inc. of College Station for installation and upgrade of audio and video presentation equipment in City Hall Council Chambers in the amount of \$73,513.75 and the transfer of \$57,238 from Fiscal Services operating budget to Information Services operating budget.

11.9 Presentation, possible action, and discussion of the approval of minutes for the June 22, 2006 City Council Workshop and Regular Meeting.

Regular Agenda

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

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

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

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

- 12.1 Presentation, possible action, and discussion regarding approval of the BVCNet Collaborative Agreement.

Vision Statement III – Planning and Development – Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

- 12.2 Public hearing, presentation, possible action and discussion regarding approval of an ordinance for the rezoning of 36.89 acres, located at 300 University Drive East in the general vicinity the northeast corner of the intersection of Crescent Pointe Parkway and Copperfield Parkway, from R-4 (Multi-Family) to R-4 (Multi-Family) with changed conditions regarding fencing standards.
- 12.3 Public hearing, presentation, possible action and discussion regarding approval of an ordinance rezoning 4 lots on 0.39 acres located at 600 and 604 Tarrow Street in the general vicinity of the intersection of Tarrow Street and Banks Street, from C-3 (Light Commercial) and R-1 (Single-Family Residential) to R-3 (Townhomes).
- 12.4 Public hearing, presentation, possible action and discussion regarding approval of an ordinance rezoning 1.939 acres at 1111 Rock Prairie Road, generally located at the northwest corner of Rock Prairie Road and Rio Grande Boulevard, from PDD-B (Planned Development District – Business) to PDD (Planned Development District).
- 12.5 Public hearing, presentation, possible action and discussion regarding approval of an ordinance rezoning 41.16 acres, located at 2755 Barron Road in the

general vicinity of the southeast corner of the intersection of Barron Road and State Highway 40, from A-O (Agricultural Open) to R-1 (Single-Family Residential) and C-3 (Light Commercial).

- 12.6 Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Plan for 7103 Rock Prairie Road consisting of 1 lot on 5.01 acres in the general vicinity of the intersection of Bradley Road and Rock Prairie Road from Single Family Residential, Low Density to Retail Neighborhood.
- 12.7 Presentation, possible action and discussion regarding approval of a contract for consulting services (Contract #06-166) with Kendig Keast Collaborative for the preparation of Phase I of a new Comprehensive Plan, in the amount of \$93,985.

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

- 12.8 Presentation, possible action, and discussion on appointing a Mayor Pro tem to the College Station City Council.
- 12.9 Presentation, possible action, and discussion regarding appointing a Chairman to the Planning and Zoning Commission.
- 12.10 Presentation, possible action, and discussion on the City Council Members selecting council members as representatives to joint committees with other governmental agencies and community groups.
- 13. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for August 7, 2006.
- 14. Final action on executive session, if necessary.
- 15. Adjourn.

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

APPROVED:

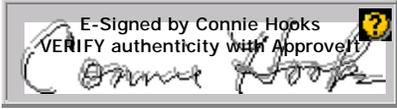
E-Signed by Glenn Brown
 VERIFY authenticity with ApproveIt



City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Monday, August 07, 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 4th day of August, 2006 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on August 4, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.
By _____

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

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

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

**August 7, 2006
Workshop
Briefing on Pole Attachment Agreement**

To: Glenn Brown, City Manager

From: David Massey, Director of College Station Utilities Electric Department

Agenda Caption: Presentation, possible action, and discussion regarding a report on discussions being conducted, working toward the completion and adoption of a Pole Attachment License Agreement with Cebridge Acquisitions, L.P., DBA Suddenlink Communications.

Recommendation(s): Information and status report.

Summary: The Electric Department and the College Station Legal Department are involved in the essence of a collaborative effort with the Bryan Texas Electric Utility in developing a "Pole Attachment Agreement" with Cebridge Acquisitions, doing business as Suddenlink Communications.

Electric utilities inherently have a certain number of poles or structures to support the conductors and related aerial equipment around their system. Other utilities such as the telephone and cable companies that also have aerial infrastructure rent space on these existing poles to avoid each having to provide their own support structures. The effort is collaborative since the cable company and telephone company serve both cities and there is also a Regulatory requirement that all 'attachment' contracts be the same. Once these contract discussions are completed, the contract will come back to the council for appropriate action.

Budget & Financial Summary: None

**August 7, 2006
Workshop Agenda
FY 07 Proposed Budget Presentation**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on the FY 2006-2007 Proposed Budget.

Recommendation(s): Staff recommends the Council review the FY 07 Proposed Budget.

Summary: Staff will present the City of College Station 2006-2007 Proposed Budget and do an overview of the proposed budget.

The City's charter says the City Manager will prepare and submit a proposed budget to the City Council no later than 30 days prior to the end of the fiscal year. The calendar for the budget process includes a public hearing on August 24. Adoption of the Budget is scheduled for September 14. According to the charter, final action on the Proposed Budget must take place on or before September 27.

A series of 4 budget workshop meetings have been scheduled to review the proposed budget over the next several weeks. The following is the current schedule and topics planned to be discussed at the meetings.

Workshop #1 Monday August 14 3:00 PM - 5:00 PM - Review Fiscal and Budgetary Policies, Review General Fund, Pay plan, tax rate options, and Outside Agency Funding Review Committee recommendations.

Workshop #2 Tuesday August 22 3:00 PM - 5:00 PM - Review other governmental funds, general government capital projects, enterprise funds, and utility rates.

Workshop #3 Wednesday August 23 3:00 PM - 5:00 PM - Continue review of enterprise funds, review special revenue funds.

Workshop #4 Thursday August 31 3:00 PM - 5:00 PM - Review Internal Services funds, review other budget issues as needed.

This schedule will be modified as needed.

Budget & Financial Summary: The budget is discussed in detail in the Proposed Budget document.

Attachments:

1. The Proposed Budget has been distributed under a separate cover

Please bring your copy of the proposed budget to the meeting.

**August 7, 2006
Consent Agenda
Community Development's 2006-07 Action Plan and Budget**

To: Glenn Brown, City Manager

From: Terry Childers, Interim Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution adopting the Community Development (CD) Office's proposed Fiscal Year 2006-07 Action Plan and Budget.

Recommendation(s): Staff recommends approval of the attached resolution adopting the proposed FY2006-07 Action Plan and Budget authorizing new allocations and continued expenditure of estimated remaining balances, and for the City Manager to execute all necessary documents. Approval is required at this time to meet the grant application deadline of August 16, 2006.

Summary: The action requested of Council is approval of a resolution adopting the proposed Action Plan and Budget as presented at the July 13, 2006 Council Workshop. Included in the Plan and Budget are projects and programs to be funded by the City's federal grants. The U.S. Dept. of Housing and Urban Development (HUD) requires that the Plan and Budget be approved and submitted by August 16, 2006, therefore, the CD Budget is being adopted before the budget for other city departments. Amounts available next year from federal grants include \$1,146,137 in Community Development Block Grant (CDBG) funds, \$671,418 in HOME Investment Partnership Grant (HOME) funds and various carry-over amounts from previous allocations (See Proposed Budget Summary for details).

Council reviewed the Plan and Budget at its July 13, 2006 City Council Workshop. A 30-day public comment period has since been completed. Comments received during the comment period are included in the proposed Plan and summarized in Attachment #6 along with minor revisions made to the Plan. The Plan and Budget were developed with public input received from a series of public hearings, program committees, needs assessment studies, and citizen surveys. Information from the City's 2005-09 Consolidated Plan was also used in preparing this year's Plan. Plan goals and objectives have also been developed in accordance with the City's Strategic Plan to best meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency. Each year, the City must submit to HUD an Action Plan that includes descriptions of projects and activities to be funded with its federal grants. The proposed Plan and Budget were developed in accordance with federal requirements and are now being presented to Council for approval.

CDBG and HOME funds may only be used to: (1) benefit low and moderate-income persons; (2) aid in the elimination of slum and blighting influences, and/or; (3) meet a particular urgent need. Historically, the City has used these funds for a variety of programs and activities, including: affordable housing programs (homebuyer assistance, rehabilitation and replacement housing, new construction and emergency repairs); funding of direct services to low-income families; demolition; commercial rehabilitation; and street, park and infrastructure improvements in low-income areas of the city. CDBG funds may be used to meet local community needs through a wide range of eligible activities while HOME funds may only be used for affordable housing projects and programs.

Budget & Financial Summary: See attached financial summaries for the proposed FY2006-07 Budget allocating federal CDBG and HOME funds.

Attachments:

- 1 Resolution adopting the FY06-07 Action Plan and Budget
- 2 Proposed FY06-07 Budget Summary for Community Development
- 3 Proposed FY06-07 Public Service Agency Funding Summary
- 4 Proposed FY06-07 Public Facility Summary
- 5 Map Showing Eligible Community Development Areas
- 6 Final Revisions and Comments on Proposed FY06-07 Plan and Budget
(Draft Action Plan provided to Council in the July 13, 2006 Agenda Packets)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S 2006-2007 ACTION PLAN AND FISCAL YEAR 2006-2007 BUDGET ALLOCATING FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS.

WHEREAS, the City of College Station is entitled to receive \$1,146,137 in Community Development Block Grant (CDBG) funds and \$671,418 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in fiscal year 2006-2007 and has prepared a 2006-2007 Action Plan and Fiscal Year 2006-2007 Community Development Budget as required to secure these funds; and

WHEREAS, the City of College Station, Texas, has a 5-Year Consolidated Plan that has been approved by both HUD and the City that guides the development of each year's Action Plan and Budget; and

WHEREAS, the City of College Station, Texas, has an established Community Development Program under Chapter 373 of the Texas Local Government Code that (1) identifies areas of the City with concentrations of low and moderate income persons; (2) establishes areas in which program activities are proposed; (3) provides a plan under which citizens may publicly comment on activities; and (4) requires public hearings on program activities; and

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's 2006-2007 Action Plan and Fiscal Year 2006-2007 Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the 2006-2007 Action Plan and Fiscal Year 2006-2007 Community Development Budget is in the best interest of the City and is for the purpose of securing additional Community Development resources for the primary benefit of low and moderate income citizens; now, therefore,

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

PART 1: That the City Council hereby approves the 2006-2007 Action Plan and the Fiscal Year 2006-2007 Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds.

PART 2: That the City Council hereby authorizes and designates the City Manager to sign all required applications, certifications, evaluations and other forms required by HUD for the 2006-2007 Action Plan and the 2006-2007 Fiscal Year Community Development Budget on behalf of the City of College Station.

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

RESOLUTION NO. _____

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

APPROVED

ATTEST:

RON SILVIA, Mayor

CONNIE HOOKS, City Secretary

APPROVED:

E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt 


City Attorney

**Budget Summary for Community Development
August 7, 2006**

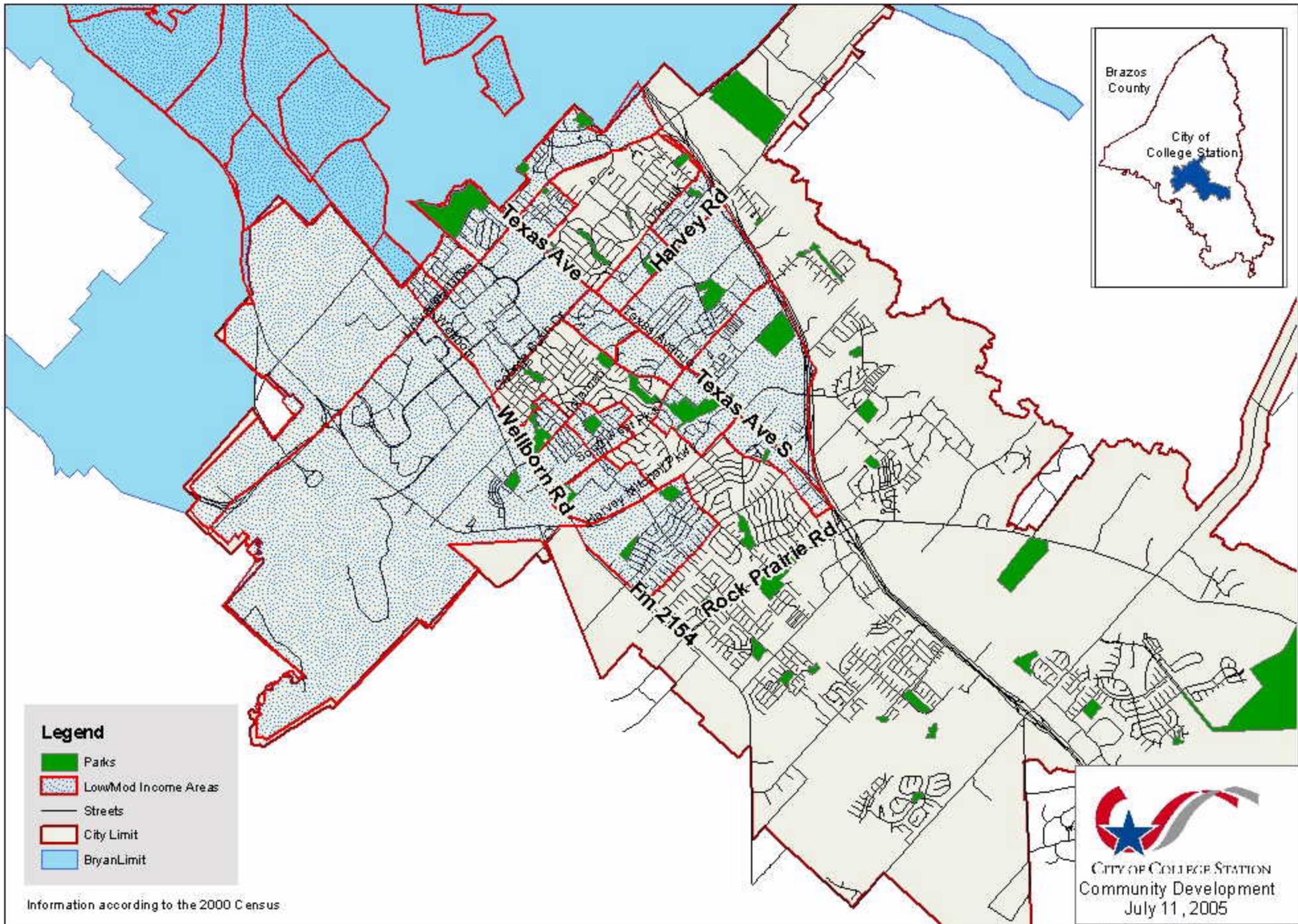
Fiscal Year 2006 - 2007				
CDBG Allocation: \$1,146,137 HOME Allocation: \$671,418				
Project	Carry-over	New Allocation	Total Proposed FY 05-06	Comments
Owner Occupied Rehabilitation	\$67,191 \$0 CDBG \$67,191 HOME	\$103,833 \$88,682 CDBG \$15,151 HOME	\$171,024	Funds to be used for 2 HOME rehabs at approximately \$25,000 each plus program delivery and 5 CDBG Minor Repairs at approximately \$5,000 each plus program delivery, advertising, and project soft costs.
Optional Relocation Program	\$43,306 \$0 CDBG \$43,306 HOME	\$250,460 \$39,710 CDBG \$210,750 HOME	\$293,766	Funds to be used for 3 ORP's at approximately \$70,000 each plus relocation expenses, demolition expenses, project soft costs and program delivery expenses.
Demolition	\$30,868 CDBG	\$10,000 CDBG	\$40,868	Funds to be used for approximated 3 demolitions of dilapidated structures.
Acquisition	\$159,618 CDBG	\$144,702 CDBG	\$304,320	Funds to be used for the purchase of lots for future development of affordable housing by non-profit projects (Habitat, CHDO, etc.).
Interim Assist.	\$5,000 CDBG		\$5,000	Funds available to meet an urgent community development need.
Homebuyer Assistance	\$134,169 HOME	\$0 HOME	\$134,169	Funds to be used to assist 15 first-time homebuyers with downpayment and closing costs averaging approximately \$8,500 each plus program delivery costs.
CHDO	\$341,892 HOME	\$100,712 HOME	\$442,604	Required allocations to eligible non-profit housing organizations.
New Construction	\$0 HOME	\$244,094 HOME	\$244,094	Funds to be used for the future development of affordable housing plus program delivery costs.
Code Enforcement	\$46,986 CDBG	\$59,751 CDBG	\$106,737	Salary for 2.5 code enforcement positions and related activities in designated areas and/or L/M census tracts.
Tenant Based Rental Assist.	\$22,465 HOME	\$0 HOME	\$22,465	Security deposit assistance program administered by Twin City Mission for citizens relocating to one of the housing tax credit complexes in College Station.
CHDO Operating	\$57,860 HOME	\$33,570 HOME	\$91,430	5% of the HOME grant is made available for CHDO eligible organizations for administrative expenses.
Public Service Agency Administration	\$0	\$171,920 CDBG	\$171,920	15% of the CDBG is set-aside for Public Service Agency funding as recommended by the Joint Relief Funding Review Committee.
	\$308 HOME	\$229,227 CDBG \$67,141 HOME	\$296,676	Expenses to administer the CDBG & HOME grant programs in compliance with all applicable federal regulations including preparation of required reports and plans. Expenses include administrative support provided by local contractor Project Unity.
Public Facility	\$409,564 CDBG	\$402,145 CDBG	\$811,709	Funds to be used for public facility activities in L/M areas or directly benefit L/M citizens plus program delivery costs. See Public Facility Summary for detail
Affordable Housing	\$240,394		\$240,394	Proceeds remaining from the sale of the Cedar Creek apartment complex. Available for affordable housing activities.
Total			\$3,377,176	

2006 - 2007 CDBG Public Service Agency Funding Summary & Funding Recommendations

Agency	Funding Request	Sum	Pre-Qual	Total Score	Rank	Recommended Funding	Description	Revised Line Items	Funding City
Scotty's House - Counseling Program	\$19,000	581	5	586	1	\$19,000	Personnel - \$19,000	Personnel	Bryan
Hospice Brazos Valley, Inc - Non-funded Hospice Care	\$40,000	580	5	585	2	\$37,075	Non-funded hospice care to low/moderate income Bryan/College Station patients (cost to provide care less reimbursements received) - \$40,000	Non-funded Hospice Care	College Station
Voices For Children - CASA Program	\$23,604	566	5	571	3	\$21,904	Program Director - \$11,372, Volunteer Coordinator - \$8,132, Equipment - Computer for new Volunteer Coordinator - \$1,200, Child Abuse Materials - \$1,200, Copier Costs (copies	Program Director Salary & FICA \$11,372, Volunteer Coordinator \$8,132; Equipment \$1200; Child Abuse Materials \$1200)	Bryan
Brazos Maternal & Child Health Clinic - Prenatal Clinic	\$30,000	565	5	570	4	\$30,000	Obstetrical Ultrasounds - \$23,000, Prenatal Vitamins, Medicines and Medical Supplies - \$7,000	Ultrasound Exams & prenatal vitamins	Bryan
Brazos Food Bank - Backpack Outreach Program	\$26,818	544	5	549	5	\$23,224	Supplies (purchased food, lost shared maintenance, backpacks, educational tools) - \$14,503, Personnel (Volunteer Coordinator, Backpack Program Assistant) - \$11,440, Staff/Volunteer Mileage - \$875	\$11,440 (Personnel Expense(Volunteer Coordinator \$3120, Backpack Program Assistance \$8320) & \$11,784 Pre-packaged Food	College Station
Health For All - Primary Health Care - Medical Provider	\$38,824	523	3	526	6	\$25,000	Personnel (contract) - \$38,824	Personnel Contract Expense	College Station
BVCAA - Community Health Dental Clinic	\$22,767	518	4	522	7	\$20,000	Equipment: Two Dental Chair Units - \$22,767	Fund purchase of dental chairs	College Station
Twin City Mission - The Bridge	\$34,295	485	5	490	8	\$28,500	Personnel - \$31,295.31, Client Assistance - \$3,000	Salary only \$25,500 & client assistance \$3,000	College Station/\$25,829 & Bryan \$2,671
Brazos County Rape Crisis Center - Counseling & Accompaniment	\$16,148	477	5	482	9	\$14,149	Direct Aid - to provide in office counseling to victims of sexual assault and molestation by 2 part-time assistantship students from Texas A&M Educational Psychology	\$8,549 Counselor, \$5600 rent	Bryan
MHMR - Jail Diversion	\$26,500	436	5	441	10	\$12,000	Jail Diversion Caseworker - \$20,500, Jail Diversion 1/2 time Caseworker - \$6,000	Partial Jail Diversion Caseworker salary	Bryan
Boys & Girls Club of Brazos Valley - Gang Prevention	\$75,000	411	3	414	11	\$0	Personnel - \$74,000, Fringe/Benefits - \$1,000	N/A	
Brazos Valley Safety Resource Center - Community Safety	\$17,500	392	5	397	12	\$0	Program support - to present community safety programs on a quarterly basis - \$6,420, Equipment - expenses for	N/A	
Family Outreach of B/C/S - Visiting Nurse Program	\$40,000	381	5	386	13	\$0	Visiting Nurse Salary - \$30,000, Benefits - \$8,295, Training for Nurse and Casework Managers - \$2,000, Equipment & Supplies for Nurse - \$3,000	N/A	
BVCAA - Health at Everyone's Reach - Promotores	\$47,578	311	4	315	14	\$0	Personnel - Promotores/CHA's Coordinator - \$34,652, Indirect for Promotores/CHA's Coordinator - \$5,491, Incentive gift cards for volunteer promotoresCHA's* - \$5,850, Supplies for initial, quarterly, & monthly meetings and uniforms (bags/polo shirts)* - \$1,585	N/A	
Total Requested	\$458,034.31					\$230,852	Total Recommended Funding		

Total PSA Funds Available			
Bryan	\$143,724	College Station	\$171,920
NRC Sprots Program	\$4,000	Kids Klub	\$23,710
Parks & Rec. Summer Camp	\$40,000	Lincoln Center	\$17,082
	\$99,724	Total	\$131,128
Combined Total for Allocation	\$230,852		

College Station City Limits with Census Tracts And Low/Mod Income Areas



- Legend**
- Parks
 - Low/Mod Income Areas
 - Streets
 - City Limit
 - Bryan Limit



Information according to the 2000 Census



CITY OF COLLEGE STATION
Community Development Office

Comments Received & Final Revisions
on the
Proposed 2006-07 Action Plan & Budget

Comments Received During the 30-Day Public Comment Period

Comment #1

One person commented that, as state funding decreases, additional special needs housing will be needed for the mentally disabled.

Comment #2

Another comment was received saying that social services were very important for the mentally disabled, who tend to be indigent.

Comment #3

An agency representative encouraged increasing TBRA funding for mentally disabled citizens.

Comment #4

Another agency representative commented that housing for low-income seniors was important.

Comment #5

One person said that B/CS has much underemployment and poverty and that low wages make it difficult for working families to “make ends meet”. Consequently, basic health and human services are increasingly needed.

Comment #6

The same agency representative noted that their clients report that tenant-based rental assistance and utility assistance are continuing needs.

NOTE: These comments were received from local health and human service representatives via email for the July 10, 2006 Public Hearing. No other comments were received during the 30-day Public Comment Period.

Revisions Made to the Proposed Action Plan & Budget

Revision #1

Table 1C added beginning on page 50. Reorganizes information from Table 3C (found in draft plan for the July 13th Workshop presentation) and provides additional detail and program coding.

Revision #2

Table 2C added beginning on page 68. Reorganizes information from Table 3C (found in draft plan for the July 13th Workshop presentation) and provides additional detail and program coding.

Revision #3

Table 3A added beginning on page 101. Reorganizes information from Table 3C (found in draft plan for the July 13th Workshop presentation) and provides additional detail and program coding.

Revision #4

Comments from the July 10th Public Hearing and the 30-Day Public Comment Period added on page 157.

Revision #5

Responses to comments from the July 10th Public Hearing and the 30-Day Public Comment Period added on pages 158-159.

Revision #6

Narrative added on pages 7-8 providing a HUD required estimate of minorities to be assisted using HUD funds.

Revision #7

Narrative added on page 8 describing outreach to minority contractors and businesses for applicable HUD funded projects.

Revision #8

Narrative added on pages 8-9 describing how the City will ensure that HOME Grant assisted rental units will be affirmatively marketed to minorities.

NOTE: There are no changes to the specific program / project allocations recommended to Council at the July 13th Workshop Presentation. Only the above noted table versions, added narratives, public comments, responses to comments and minor formatting and corrections made to the draft as previously received by Council.

**August 7, 2006
Consent Agenda
Call Public Hearing on FY 06-FY 07 Proposed Budget**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on calling a public hearing on the City of College Station 2006-2007 Proposed Budget for August 24, 2006.

Recommendation(s): Staff recommends the City Council call a public hearing on the City of College Station 2006-2007 Proposed Budget for August 24, 2006.

Summary: The City Charter says the City Council will call a public hearing and provide notice of such public hearing no less than 5 days prior to the meeting for the public hearing on the proposed budget. After the public hearing the Council may insert or delete items or may increase or decrease items so long as the total of any increases or insertions do not increase the total budget by 3% or more.

Budget & Financial Summary: The proposed budget will be available for review.

Attachments:

N/A

August 7, 2006
Consent Agenda
Annual Price Agreement for Tires

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on approving annual tire purchases from the State of Texas Tire Contract in the amount of \$108,000.00 through Pilgers Tire & Auto in College Station.

Recommendation(s): Staff recommends approval of this amount to be purchased from the State of Texas Tire Contract through our existing supplier, Pilgers Tire & Auto.

Summary:

Pilgers Tire & Automotive originally quoted State contract pricing for the Fleet departments tire bid for the term March 10, 2006 to March 9, 2007. Although Pilgers was not the low bidder, they were awarded the agreement based on a local preference that was within 5% of the lowest bidder. State contract pricing is on an annual term starting 7/01/06 and going through 7/31/07. Pilger's notified us that they can no longer honor their bid and has requested an increase in their original pricing to coincide with the State Contract pricing. For this reason staff recommends that the City get on the State contract for their annual period at their guaranteed annual pricing. Since Pilger's Tire & Auto is an authorized State contract distributor, it is further recommended that we continue purchases with Pilgers for the annual tire agreement through the State. Using the State contract satisfies our need for competitive bidding because the State has already gone out for bids for tires. College Station has an Interlocal Agreement with the State that allows us to "piggyback" their contracts. Pilgers was awarded the tire bid in March 2006 for \$56,328.52. Purchases that have been made to date have equaled \$36,771.45, roughly 65% of the total award in the first four months; therefore we are requesting an increase in the annual estimate for an amount not to exceed \$108,000. This agreement is for a term of one year and renewable pursuant to the terms and conditions of the State contract.

Budget & Financial Summary: Funds are available and budgeted in the Fleet Maintenance Fund which is funded by all other departments.

Attachments:

N/A

**August 7, 2006
Consent Agenda
Texas Avenue Design Change Order**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding Change Order No. 4 to a contract with Mitchell & Morgan, L.L.P., in an amount not to exceed \$3,185.00, for the Texas Avenue Utility Relocation Project.

Recommendation(s): Staff recommends approval of the change order in an amount not to exceed \$3,185.00.

Summary: This change order is for additional administrative coordination with the Texas Department of Transportation in developing the reimbursement package for the utility relocation. After the original submission had been made to the Texas Department of Transportation by the City of College Station, the forms were revised by the Texas Department of Transportation. The Texas Department of Transportation required the City of College Station to re-submit with the revised forms. This change order covers the additional costs associated with the re-submission of the reimbursement package.

Budget & Financial Summary: The budget for this project is \$3,025,000.00.

Attachments:

1. Mitchell & Morgan Change Order No. 4
2. Location Map

CHANGE ORDER NO. 4 Contract No. 02-025 DATE: 06/29/2006
 P.O.# 031185 PROJECT: Texas Avenue Utility Relocation Project, Project No. SS-0003/WT-9804

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

CONTRACTOR: Mitchell & Morgan, L.L.P.
 511 University Dr. Suite 204 Ph: (979) 260 - 6963
 College Station, Texas 77840 Fax: (979) 260 - 3564

PURPOSE OF THIS CHANGE ORDER:
 A. Design fee adjustment

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	All costs associated with revising reimbursement package to new TxDOT forms	\$3,185.00	0	1	\$3,185.00
					TOTAL	\$3,185.00

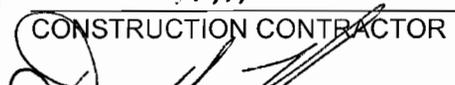
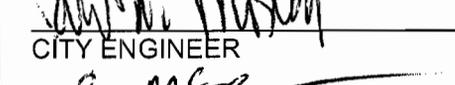
THE NET AFFECT OF THIS CHANGE ORDER IS A 1.87% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$170,000.00	
Change Order No. 1	\$30,120.00	17.72% CHANGE
Change Order No. 2	\$10,000.00	5.88% CHANGE
Change Order No. 3	\$186.70	0.11% CHANGE
Change Order No. 4	\$3,185.00	1.87% CHANGE
REVISED CONTRACT AMOUNT	\$213,491.70	25.58% TOTAL CHANGE

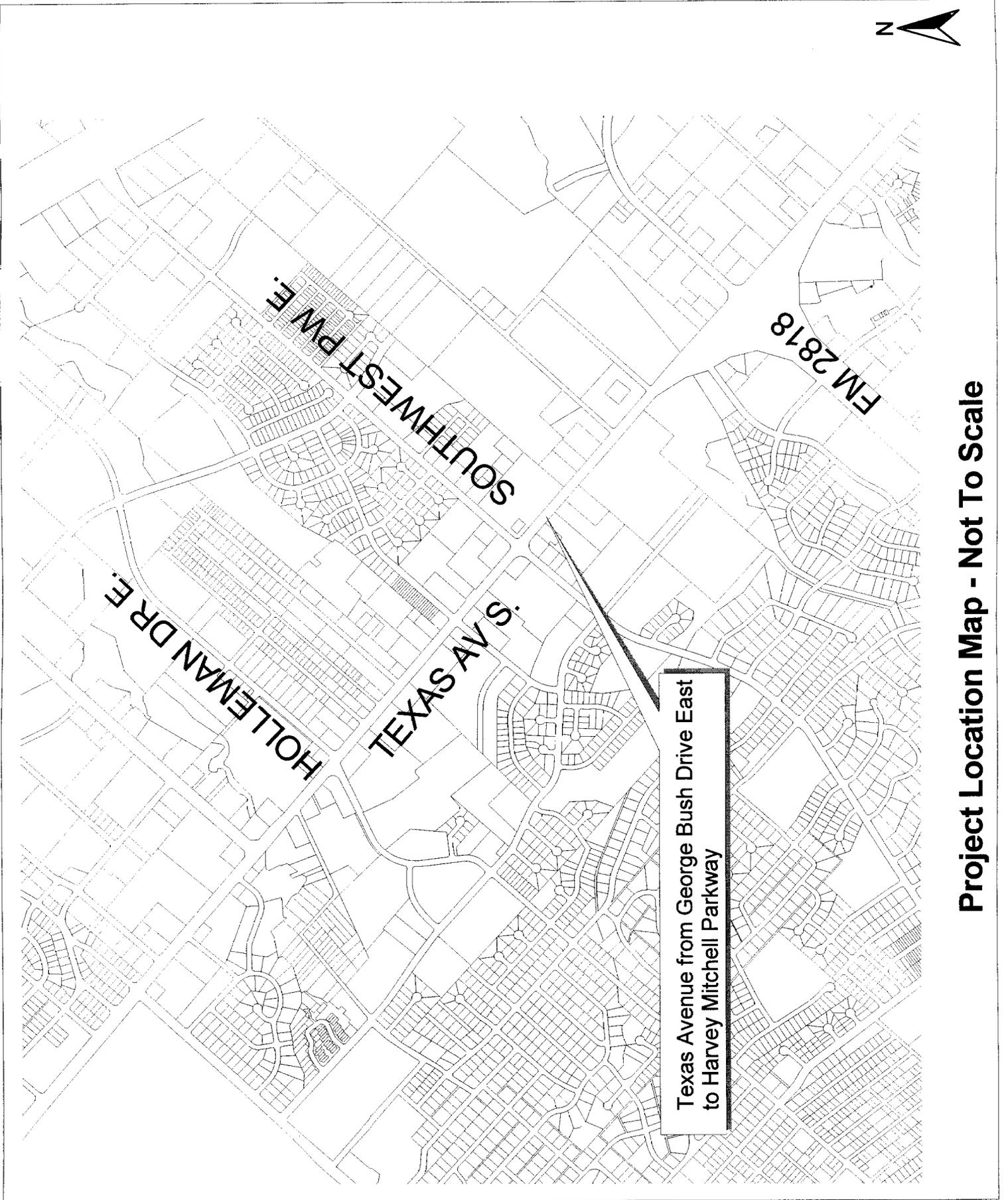
ORIGINAL CONTRACT DESIGN TIME	210 Days
Change Order No. 1	60 Days
Change Order No. 2	0 Days
Change Order No. 3	0 Days
Revised Contract Design Time	270 Days

SUBSTANTIAL COMPLETION DATE N/A
 Revised Substantial Completion Date N/A

APPROVED

 A/E CONTRACTOR	6/29/06	 CITY ATTORNEY
N/A	N/A	
 CONSTRUCTION CONTRACTOR		DIRECTOR OF FISCAL SERVICES
 PROJECT MANAGER	6/29/06	MAYOR
 CITY ENGINEER	6/29/06	CITY SECRETARY
 DEPARTMENT DIRECTOR	07/18/06	CITY MANAGER

Note: Item 1 of this change order is acceptance by ratification for work already completed.



Texas Avenue from George Bush Drive East
to Harvey Mitchell Parkway

Project Location Map - Not To Scale

August 7, 2006
Consent Agenda
Phase I Gas Collection and Partial Cover Change Order 9

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion of Change Order #9 to a Construction Contract with M. Hanna Construction Company Inc. for the BSWMA Landfill Phase I Gas Collection and Partial Final Cover Project, decreasing the contract amount by \$50,038.50, for a revised contract amount of \$2,209,854.59.

Recommendation(s): Staff recommends approval of change order #9 to M. Hanna Construction Company, Inc. decreasing the amount of the contract to \$2,209,854.59.

Summary: The change order will revise the quantity of acreage requiring seeding from 47.8 to 11.9 acres and represents a 2.27% decrease in the total contract amount. This construction project closed half of the permitted landfill area and has reached final completion.

Budget & Financial Summary: Funds are budgeted and available in the BSWMA Capital Improvements Project Fund.

Attachments:

1. Change order 9
2. Project Location Map

CHANGE ORDER NO. 9
CONTRACT # 05-001

DATE: July 05, 2006
PROJECT DESCRIPTION: Phase I Gas Collection System &
Partial Final Cover
28

P.O.# 050348

PROJECT # BV-0403

OWNER: Brazos Valley Solid Waste Management Agency

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

CONTRACTOR:
M. Hanna Construction Company, Inc..
P.O. Box 296
Sulphur Springs, Texas 75483
Ph: (903)-885-6772
Fax:(903)-439-3164

PURPOSE OF THIS CHANGE ORDER:

Item 1: Decrease area required for seeding from 47.8 acres to 11.9 acres.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	Acres	Seeding	\$-1,393.83	47.8	11.9	\$-50,038.50

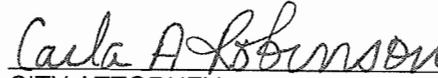
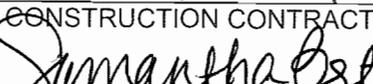
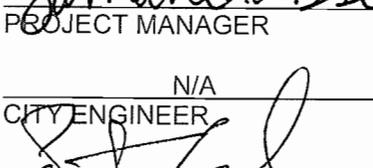
THE NET EFFECT OF THIS CHANGE ORDERS IS A \$50,038.50 (Increase or **Decrease**).

ORIGINAL CONTRACT AMOUNT	\$	2,202,895.00	
Change Order No. 1	\$	-12,000.00	-0.54 % of Original Contract Amount
Change Order No. 2	\$	6,497.00	- 0.25 % of Original Contract Amount
Change Order No. 3	\$	15,674.00	0.46 % of Original Contract Amount
Change Order No. 4	\$	-8,115.00	0.09 % of Original Contract Amount
Change Order No. 5	\$	-4,458.70	-0.11% of Original Contract Amount
Change Order No. 6	\$	5,796.00	0.15% of Original Contract Amount
Change Order No. 7	\$	5,672.00	0.41% of Original Contract Amount
Change Order No. 8	\$	47,932.79	2.17% of Original Contract Amount
Change Order No. 9	\$	-50,038.50	-2.27% of Original Contract Amount
REVISED CONTRACT AMOUNT	\$	2,209,854.59	0.32 % of Original Contract Amount

ORIGINAL CONTRACT TIME	180	Days
Change Order No. 1 Time Extension or Reduction	0	Days
Change Order No. 2 Time Extension or Reduction	0	Days
Change Order No. 3 Time Extension or Reduction	0	Days
Change Order No. 4 Time Extension or Reduction	0	Days
Change Order No. 5 Time Extension or Reduction	0	Days
Change Order No. 6 Time Extension or Reduction	3	Days
Change Order No. 7 Time Extension or Reduction	2	Days
Change Order No. 8 Time Extension or Reduction	6	Days
Rain Day Extension	35	Days
REVISED CONTRACT TIME	226	Days

ORIGINAL SUBSTANTIAL COMPLETION DATE 07/03/2005
REVISED SUBSTANTIAL COMPLETION DATE 08/18/2005

APPROVED:

	7/20/06		
A/E CONTRACTOR	Date	CITY ATTORNEY	Date
	7/20/06		
CONSTRUCTION CONTRACTOR	Date	DIRECTOR OF FISCAL SERVICES	Date
	7/21/06		
PROJECT MANAGER	Date	CITY MANAGER	Date
N/A			
CITY ENGINEER	Date	MAYOR	Date
	7/24/06		
DEPARTMENT DIRECTOR/ ADMINISTRATOR	Date	CITY SECRETARY	Date

Phase I Final Cover and Gas²⁹
Project at
Rock Prairie Road Landfill

BRADLEY RD

ROCK PRAIRIE RD

GREENS PRAIRIE RD

PERMIT LIMITS / PROPERTY LINE
PROJECT AREA



August 7, 2006
Consent Agenda

Engagement Letter with Jones Walker for legal services associated with the Hotel and Convention Center project

To: Glenn Brown, City Manager

From: Terry Childers, Assistant City Manager

Agenda Caption: Presentation, possible action and discussion for approval of a resolution selecting the law firm of Jones Walker for legal services associated with the proposed Hotel Convention Center project in an amount not to exceed \$80,000.

Recommendation(s): Staff recommends approval of the engagement letter and the new resolution. Please note, the City's Legal Staff has reviewed this firm's qualifications and has determined that they are qualified to provide these legal services.

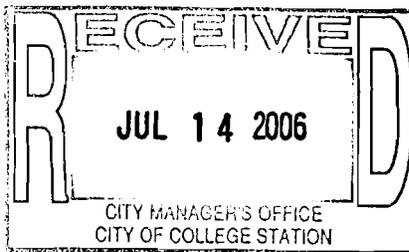
Summary: The purpose of this item is to receive authorization from the City Council to transfer current legal services from Coats Rose to Jones Walker. Since December 2005, Attorney Debra M. Levy has been providing legal consultation as an employee of Coats Rose. Recently, she moved to a new firm, Jones Walker where she will continue to provide the City of College Station legal services. As a result, it is a necessity to adopt a resolution and approve a new engagement letter for Jones Walker.

In February 2005, the scope of Ms. Levy's role in the project changed from drafting contracts and transactional documents to becoming the point person in dealing with all concerned parties involved with the proposed hotel convention center project.

Budget & Financial Summary: The previous contract with Coats Rose was for \$80,000. As of June 30, 2006 the remaining balance was at \$46, 202.56. Based on changes to her duties, the new contract will total a new amount of \$80,000.00. Services will be charged at \$240 an hour for Ms. Levy and \$100 an hour for her paralegal. Funds are budgeted and available in the Hotel/Motel fund for work associated with the Hotel Convention Center project.

Attachments:

- 1) Engagement Letter with Jones Walker
- 2) Resolution



Debra M. Levy
 Direct Dial 713-437-1824
 Direct Fax 713-437-1810
 dlevy@joneswalker.com

July 12, 2006

VIA FEDERAL EXPRESS

Mr. Harvey Cargill, City Attorney
 City of College Station Texas
 1101 Texas Avenue
 College Station, TX 77840

**Re: Engagement Letter and Scope of Representation
 Our File Number: 107936-00**

Dear Harvey:

The purpose of this letter is to summarize our understanding concerning the provision of legal services by Jones, Walker, Waechter, Poitevent, Carrère & Denègre, L.L.P. ("Jones, Walker") to the City of College Station Texas ("College Station").

Jones, Walker has agreed to represent College Station in connection with the proposed construction and development of conference center, hotel, parking garage and retail facility to be located in the City of College Station.

All of our lawyers and legal assistants keep close track of their time, and we bill for their services at hourly rates that are applied to their recorded hours. The agreed upon hourly rates of the persons who will be primarily handling this matter are Debra M. Levy at \$240 per hour and Natalie Burgan, paralegal at \$100 per hour. These rates will not be increased without your consent.

Our statements will also cover expenses incurred by us on College Station's behalf, such as long distance telephone calls, messenger and overnight delivery services, telecopy and photocopy services, filing fees, travel, and secretarial overtime services. Our charges for some of these expenses exceed our direct cost in order to cover indirect expenses related to these services. Where expenses involve significant payments to third parties, we may request that you pay the expenses directly.

We normally submit statements to our clients monthly during the course of an engagement. This procedure ensures that our clients have an understanding of our charges and that they are not surprised by bills covering services for an extended period of time. We ask and expect payment of our statements on a current basis, since delayed payments add to our overall

{HD001675.1}

JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

July 12, 2006

Page 2

cost of providing services. We also encourage you to raise any questions that you may have concerning our billing policies.

I will be the responsible attorney with respect to the work that we are undertaking in accordance with this letter, and you should feel free to call me at any time to discuss the status of this matter or any other legal problems that may arise.

I believe that the foregoing covers the essential elements of our relationship. If you would like for me to explain other aspects of our representation, I would be pleased to do so.

If the terms of this letter are satisfactory, please sign and date the enclosed copy of this letter in the space provided below and return the signed copy to us. This letter will constitute the binding agreement of the parties hereto with respect to the subject matter hereof. This agreement is effective as of May 10, 2006. We appreciate the opportunity to represent the City of College Station and look forward to working with you.

Very truly yours,

Jones, Walker, Waechter, Poitevent,
Carrère & Denègre, L.L.P.

By: Debra M. Levy
Debra M. Levy

Agreed and accepted this
_____ day of July, 2006.

CITY OF COLLEGE STATION TEXAS

By: _____
Name: _____
Title: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL SERVICES CONTRACTOR, AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR LEGAL SERVICES ASSOCIATED WITH THE HOTEL AND CONVENTION CENTER PROJECT.

WHEREAS, the selection of Jones Walker is being recommended as the most highly qualified provider of the legal services associated with the Hotel and Convention Center 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 Jones Walker is the most highly qualified provider of the legal services for negotiating, drafting agreements, and transactional contracts for the Hotel and Convention Center Project on the basis of demonstrated competence and qualifications. In addition, Jones Walker will serve as the primary contact for all interested parties in relation to discussions involving the Hotel and Convention Center Project.

PART 2: That the City Council hereby approves the engagement letter with Jones Walker for an amount not to exceed \$80,000.00 for the legal services related to the Hotel and Convention Center Project.

PART 3: That the funding for this Project shall be as budgeted from the Hotel/Motel Fund in the amount of \$80,000.

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

ADOPTED this 7th of August, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

August 7, 2006
Consent Agenda
Advanced Funding Agreement for Removal of Utilities in TxDOT ROW

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to remove an existing waterline within Wellborn Road right-of-way. The estimated cost of the City's participation is \$2,110.00.

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

Summary: This AFA will fund the City's required participation of the removal of the existing waterline within Wellborn Road right-of-way (ROW). The entire removal costs are estimated at \$82,720.00. The City's portion amounts to 2.55% of this cost. This removal of utilities is in conjunction with the TxDOT Wellborn Road Widening Project and the City's Wellborn Road Utilities Relocation Project.

Budget & Financial Summary: The current total budget for the Wellborn Widening Project in the Water Capital Projects Fund is \$2,740,000.00. Funds in the amount of \$740,000.00 have been appropriated to date. This AFA will bring the total funds expended or committed to \$271,195.29 leaving a balance to date of \$468,804.71.

Attachments:

1. AFA
2. TxDOT Correspondence
3. Location Map

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

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

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

WITNESSETH

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

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

WHEREAS, Commission Minute Order Number 107561 authorizes the State to undertake and complete a highway improvement generally described as the acquisition of right of way, adjustment of utilities and relocation assistance necessary to widen FM 2154 (Wellborn Road), CSJ 0540-04-044, Project No. STP 2006(593); and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the removal of an existing City of College Station waterline located within the FM 2154 right of way, hereinafter called the "Project"; and,

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

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

AGREEMENT

Article 1. Time Period Covered

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

Article 2. Project Funding and Work Responsibilities

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

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

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

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

Article 4. Adjustments Outside the Project Site

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

Article 5. Responsibilities of the Parties

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

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

Article 7. Interest

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

Article 8. Inspection and Conduct of Work

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

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

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

Article 10. Maintenance

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

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

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

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

Article 12. Notices

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

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

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

Article 13. Sole Agreement

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

Article 14. Successors and Assigns

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

Article 15. Amendments

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

Article 16. State Auditor

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

Article 17. Insurance

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

Article 18. Signatory Warranty

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

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

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By _____ Date _____

Typed or Printed Name and Title Ron Silvia
Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

Glenn Brown, City Manager
Date: _____

Carla A. Robinson
City Attorney
Date: _____

Jeff Kersten, Finance & Strategic Planning Director
Date: _____

ATTACHMENT A

Project Budget and Description

The Local Government will pay for a portion of the cost to remove their waterline from the right of way of FM 2154 (Wellborn Road) as part of the State's highway improvement project. The Local Government's estimated cost of this work is \$ 2,110. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Remove Existing Waterline	\$ 82,720	0%	\$ 0.00	97.45%	\$ 80,610	2.55%	\$ 2,110
Subtotal	\$ 82,720		\$ 0.00		\$ 80,610		\$ 2,110
Direct State Costs (including plan review, inspection and oversight)	NC	0%	\$ 0.00	0%	\$ 0.00	0%	\$ 0.00
Indirect State Costs (no local participation required except for service projects)	NC	0%	\$ 0.00	0%	\$ 0.00	0%	\$ 0.00
TOTAL	\$ 82,720		\$ 0.00		\$ 80,610		\$ 2,110

Local Government's Participation = \$ 2,110

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

Maintenance

Upon completion of the Project, the maintenance responsibilities will be in accordance with the Municipal Maintenance Agreement or any other current agreement.



Texas Department of Transportation

1300 N. TEXAS AVE. • BRYAN, TEXAS 77803-2760 • (979) 778-2165

June 9, 2006

FM 2154
 Brazos County
 8017-1-63
 CSJ 0540-04-056
 STP 2004 (304)
 Limits: From 0.3 mile North of FM 2818
 to 0.6 mile South of SH 40

Utility Adjustment, U-10933
 City of College Station

Mr. Spencer G. Thompson, Jr.
 City of College Station
 P. O. Box 9960
 College Station, Texas 77842-9960

Dear Mr. Thompson:

Please find attached two (2) sets of the City of College Station's (City) waterline relocation package on the above project. This submission has been reviewed by the Texas Department of Transportation's (TxDOT) utility sections here in the Bryan District and in the Right of Way Division in Austin. The Right of Way Division has concurred with the Bryan District's recommendation for approval of the utility agreement. An elective betterment credit in the amount of 4.401% has been calculated and will be applied to the actual cost at the time of billing. An eligibility ratio in the amount of 97.45% has also been calculated which represents the percentage of the total cost less betterment that the City will be eligible for reimbursement.

In addition, you will find attached two (2) copies of an Advanced Funding Agreement for the removal of the existing waterline. The existing waterline will be removed by the State's contractor during construction and the City will be responsible for 2.55% of the removal cost. The total cost of removal is estimated to be \$82,720.00 making the City's share \$2,110.00. This amount will need to be advanced to TxDOT prior to letting of the project.

Please execute both sets of the utility package and the Advance Funding Agreement and return to Mr. Darrell Kolwes at the address listed above. Upon receipt, we will forward the utility package to TxDOT's Right of Way Division in Austin for final execution. We will return a fully executed original for your files and the City will then be released to commence its relocation.

If you should have any questions, please contact Mr. Kolwes at (979) 778-9724.

Sincerely,

Samuel L. Wilson
 Right of Way Administrator

Attachments



Wellborn Road Utility Relocation Project Harvey Mitchell Pkwy to SH 40

0 0.25 0.5 1 Miles

**August 7, 2006
Consent Agenda
Council Chambers Audio Visual Upgrade**

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution awarding a service contract with MicroAge Inc. of College Station for installation and upgrade of audio and video presentation equipment in City Hall Council Chambers in the amount of \$73,513.75 and the transfer of \$57,237.75 from Fiscal Services operating budget to Information Services operating budget.

Recommendation(s): Staff recommends approval.

Summary: In January, the City issued RFP 06-63 requesting proposals from firms interested in and qualified to upgrade the audio and visual presentation equipment in Council Chambers. Initial responses were due at 4:00 pm on February 24th. There were no responsive responses. The City reissued the RFP and on March 15th received two responses. Two responses were received and evaluated. Direction was received from Council at the Workshop on June 8, 2006 regarding the components desired in these systems.

Budget & Financial Summary: This is not a budgeted item and funding requires two actions on the part of the Council. A future budget amendment will be necessary to appropriate \$16,276 of the Educational and Governmental Fund and move this amount into the Information Services operating budget. The remaining \$57,237.75 is available in and must be transferred from the Fiscal Services operating budget to Information Services operating budget.

Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A SERVICE CONTRACT FOR UPGRADE OF COUNCIL CHAMBERS AUDIO AND VISUAL PRESENTATION EQUIPMENT AND A BUDGET TRANSFER OF \$57,237.75 FROM THE FISCAL SERVICES DEPARTMENT BUDGET TO THE INFORMATION SERVICES DEPARTMENT BUDGET.

WHEREAS, the City of College Station, Texas, issued Request for Proposal 06-081 for the upgrade of Council Chambers audio and visual presentation equipment; and

WHEREAS, the selection of MicroAge, Inc., is recommended as providing the best value for Services and Equipment related upgrade of Council Chambers audio and visual presentation equipment.; and

WHEREAS, a budget transfer is necessary to cover the expenses related to the audio and visual upgrade to Council Chambers; 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 MicroAge, Inc., provides the best value for the upgrade of Council Chambers.
- PART 2: That the City Council hereby approves the contract with MicroAge, Inc., for \$73,513.75 for the equipment, materials, installation and training related to the upgrade of Council Chambers audio and visual presentation equipment.
- PART 3: That the City Council hereby authorizes a budget transfer of \$57,237.75 from the Fiscal Services Department budget to the Information Services Department budget.
- PART 4: That the funding for this Project shall be from the Educational and Governmental Fund in the amount of \$16,276.00 and from the Information Services Department budget in the amount of \$57,237.75.
- PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 7th day of August, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney



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

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

Draft Minutes
City Council Workshop and Regular Meeting
Thursday, June 22, 2006 at 2:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor Silvia, Council members, Happ, White, Gay, McIlhaney, Scotti, Ruesink

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

Mayor Silvia called the meeting to order at 2:04 p.m.

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

13.3 -- Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Round Rock, Texas.

Purchasing Services Manager Cheryl Turney described the Interlocal Agreement between the City of College Station and the City of Round Rock.

13.4 -- Presentation, possible action, and discussion on a letter agreement with Ingram, Wallis & Co., P.C. for Professional Auditing Services.

Chief Financial Officer Jeff Kersten presented a brief overview of Ingram Wallis & Company regarding auditing services and the three proposals received from accounting firms.

Council member Gay arrived at 2:13 p.m.

13.6 -- Presentation, possible action, and discussion of a resolution authorizing the submittal of a Texas Commission on Environmental Quality Regional Solid Waste Grant Application in the amount of \$25,000 to assist in funding a litter abatement education outreach program for the Brazos Valley Solid Waste Management Agency in partnership with Keep Brazos Beautiful.

Acting Director of Public Works Charles McLemore and Staff Assistant Shelia McQueen remarked that the monies would assist in funding a litter abatement education outreach program.

Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion on the FY 2007-2011 Financial Forecast.

Chief Financial Officer Jeff Kersten presented a brief overview of the proposed FY 2007-2011 Financial Forecast. He described the key revenue assumptions for the following funds:

- General Fund
- General Debt Service Fund
- Electric Fund
- Water Fund
- Wastewater Fund
- Sanitation Fund
- Hotel Tax Fund

No formal action was taken.

Council recessed at 3:11 p.m. for a short break and returned to the Workshop meeting at 3:20 p.m.

Workshop Agenda Item No. 3 -- Presentation, possible action and discussion regarding annexation policies of the City of College Station, in joint session with the Planning & Zoning Commission.

The Planning and Zoning Commission was called to order at 3:21 p.m. by Chairman Scott Shafer, Commissioners present are: Strong, Reynolds, Sanford and Christenson.

Senior Planner Trey Fletcher presented a staff report that reviewed and assessed the City's existing annexation policy. He provided a list of the following options:

- a. Do nothing at this time
- b. Do nothing pending the outcome and direction arising from the Comprehensive Plan update
- c. Direct staff to propose one or more annexation areas that are "exempt"
- d. Direct staff to propose amendments to the 3-year Annexation Plan
- e. Direct staff to propose a combination of the latter two options.

After a brief discussion, the consensus of the City Council was option e with consultants, and directed staff to bring this item forward at a future City Council meeting.

Workshop Agenda Item No. 4 -- Presentation, possible action and discussion on an update regarding the creation of historic or neighborhood overlay districts, in joint session with the Planning & Zoning Commission.

Staff Planner Lindsey Boyer presented a staff report, which included information regarding the components, requirements and process for establishing historic districts. Also, she outlined neighborhood overlays alternative as an option to establish historic districts.

Council member Gay made a motion directing staff to move forward with the historic preservation ordinance. Council member Ruesink seconded the motion, which carried unanimously, 7-0.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink
AGAINST: None

The Planning and Zoning Commission adjourned at 5:30 p.m.

Workshop Agenda Item No. 5 -- Presentation, possible action and discussion regarding the status of the Dartmouth Drive Extension.

Interim Assistant City Manager Mark Smith presented a status report and a projected schedule for the completion of the extension of Dartmouth Drive from Krenek Tap Road to Harvey Mitchell Parkway. Also, he described the proposed bridge, material and colors for the project.

No formal action was taken.

Workshop Agenda Item No. 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.

This item was postponed until after the regular meeting.

Workshop Agenda Item No. 7 -- Council Calendars

- June 19 IGC Meeting – TAMU – Noon – 1:30 p.m.
- June 19 Citizen Fire Academy Graduation – CS Utilities Training Room – 6:00 p.m. – 8:00 p.m.
- June 20 Texas Institute for Genomic Medicine – 5:00 p.m. – 6:30 p.m. – Raymond Stotzer Pkwy next to Large Animal Clinic
- June 20 Council Transportation Committee Meeting – Admin Conf. Rm. – 5:00 p.m. – 6:00 p.m.

June 21 Exploring History Lunch/Lecture – 11:30 a.m. – 1:00 p.m. – College Station Conference Center
 June 22 City Council Workshop and Regular Meeting 2:00 p.m.
 June 22 Health & Safety Expo – Brazos Center – 10:00 a.m. – 4:00 p.m.
 June 22 Dedication Ceremony of Book Collection in Memory of Mike Patterson – Larry Ringer Library 11 a.m. - noon
 June 23 SummerFest – Adamson Lagoon – 6:00 p.m. – 8:00 p.m.
 June 29 - 30 College Station City Council Strategic Planning Retreat – Summersmill – Salado, TX
 June 30 Brazos Family Medicine Residency Graduation – 6:00 p.m. – 9:00 p.m. – Pebble Creek Country Club
 July 4 Office Closed

This item was postponed until after the regular meeting.

Workshop Agenda Item No. 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, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments.

This item was postponed until after the regular meeting.

Workshop Agenda Item No. 9 -- Executive session.

At 5:43 p.m., Mayor Silvia announced in open session that the City Council would convene into executive session pursuant to Sections 551.071, 551.074, and 551.087 of the Open Meetings Act, to seek the advice of our attorney with respect to pending and contemplated litigation, to consider the appointment and evaluation of public officer(s) and economic development negotiations.

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

TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)

TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.

TXU Lone Star Gas Rate Request.

Cause No. 03-002098-CV-85, *Brazos County, College Station v. Wellborn Special Utility District*

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*

Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division,

JK Development v. College Station

GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation

GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation

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

Cause No. 06-000703-CV-85, Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.

Contemplated condemnation of certain property located in the vicinity of the intersection of State Highway 30 and State Highway 158 in Brazos County for an electric utility easement necessary for the Brazos to College Station Switch Transmission Line Tie Project.

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

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. Council Self-evaluation

Workshop Agenda Item No. 10 -- Final Action on executive session, if necessary.

Council returned from executive session at 6:55 p.m. No action was taken.

Regular Meeting

Mayor Silvia called the regular meeting to order at 7:05 p.m. with all City Council members present. He led the audience in the Pledge of Allegiance.

Hear Visitors

John Vilas, 15 Rancho Road, expressed concerns regarding excessive traffic on Highway 30. He requested the City Council support any improvements by the state.

Consent Agenda

- 13.1 Approved by common consent **Resolution No. 6-22-2006-13.01** approving the construction contract (Contract Number 06-222) with Marek Brothers Construction, Inc., of College Station in the amount of \$1,066,999.00, for the construction of the multi-purpose support facilities at the Wolf Pen Creek Amphitheater (Project # WP 0501).Bid # 06-99
- 13.2 Approved by common consent an Oversized Participation Agreement to upsize a water line located in the Shenandoah Phases 12 and 13 Subdivision in the amount of \$7,524.25. *Council member McIlhaney abstained from this item.*
- 13.3 Approved by common consent an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Round Rock, Texas.
- 13.4 Approved by common consent a letter agreement with Ingram, Wallis & Co., P.C. for Professional Auditing Services.
- 13.5 Approved by common consent a budget for the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY06 in the amount of \$50,000.
- 13.6 Approved by common consent **Resolution No. 6-22-2006-13.06** authorizing the submittal of a Texas Commission on Environmental Quality Regional Solid Waste Grant Application in the amount of \$25,000 to assist in funding a litter abatement education outreach program for the Brazos Valley Solid Waste Management Agency in partnership with Keep Brazos Beautiful.
- 13.7 Approved by common consent **Resolution No. 6-22-2006-13.7** to dissolve the Façade Improvement Program (FIP) and FIP Advisory Committee as per Committee recommendation.
- 13.8 Approved by common consent a Oversize Participation (OP) for a water improvement in the Dove Crossing Subdivision Phase 1 in the amount of \$14,336.00.
- 13.9 Approved by common consent **Resolution No. 6-22-2006-13.09** awarding a professional services contract to Pledger Kalkomey, Inc. for engineering services related to the Annexation Areas 5 and 6 Utilities project in an amount not to exceed \$97,000.00.
- 13.10 Approved by common consent **Ordinance No. 2903** amending Chapter 10, "Traffic Code," Section 4E(3)(b) of the Code of Ordinances of the City of College Station prohibiting parking on Holleman Drive West beginning at Wellborn Road (FM 2154) and extending to Harvey Mitchell Parkway (FM 2818). *This*

ordinance was not published due to an incorrect effective date. This ordinance will be presented at the July 13, 2006 meeting for approval.

- 13.11 Approved by common consent minutes from the May 25, 2006 Workshop and Regular Meeting and the May 24, 2006 Special Meeting.
- 13.12 Approved by common consent Resolution No. 6-22-2006-13.12 authorizing the City to condemn certain property located in the vicinity of the intersection of State Highway 30 and State Highway 158 in Brazos County for an electric utility easement necessary for the Brazos to College Station Switch Transmission Line Tie Project.

Regular Agenda

Regular Agenda Item No. 14.01 -- Public hearing, presentation, possible action, and discussion regarding an ordinance rezoning, from A-O (Agricultural Open) to A-P (Administrative Professional), Harvey Hillside, Block 1, Lot 31 consisting of 0.69 acres located at 3970 Harvey Road, generally located between Pamela Lane and Marcy Lane.

Senior Planner Trey Fletcher presented a brief overview of the proposed ordinance and pointed out that the Planning and Zoning Commission recommended approval; however staff recommended denial of the rezoning request.

Mayor Silvia opened the public hearing.

The following citizens made comments regarding the proposed rezoning.

Mia Villarreal, 37 Pamela Lane
Brady Britton, 3001 Durango
John Vilas, 15 Ranchero Road

Mayor Silvia closed the public hearing.

Mayor Pro Tem Happ moved to approve **Ordinance No. 2904** rezoning Harvey Hillside, Block 1, Lot 31 from A-O agricultural Open to A-P Administrative Professional. Also he directed staff to contact TxDOT about lowering the speed limit in the area. Council member Gay seconded the motion, which carried unanimously, 7-0.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink
AGAINST: None

Regular Agenda Item No. 14.02 -- Public Hearing, presentation, possible action and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Article 7 of the Unified Development Ordinance, regulating signs.

Acting Director of Planning and Development Lance Simms presented a summary of the proposed ordinance amendment regulating signs and noted that the Planning and Zoning Commission and staff recommended approval. .

Mayor Silvia opened the public hearing.

Bill Trainer, 8707 Amethyst

Mayor Silvia closed the public hearing.

Council member White moved to approved **Ordinance No. 2905** amending chapter 12, City of College Station Code of Ordinances, Article 7 of the Unified Development Ordinance, regulating signs. Council member Gay seconded the motion, which carried unanimously, 7-0.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink
AGAINST: None

Regular Agenda Item No. 14.3 -- Public Hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Section 3.1, General Approval Procedures, related to specific notice requirements.

Senior Planner Trey Fletcher presented a brief summary of the ordinance amendment and pointed out that the Planning and Zoning Commission and staff recommended approval.

Mayor Silvia opened the public hearing.

No one spoke.

Mayor Silvia closed the public hearing.

Council member McIlhaney moved to approve **Ordinance No 2906** amending Chapter 12, City of College Station Code of Ordinances, Section 3.1, General Approval Procedures, related to specific notice requirements. Mayor Pro Tem Happ seconded the motion, which carried unanimously, 7-0.

Council members requested a future agenda item to address the 200 feet distance notification.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink
AGAINST: None

Regular Agenda Item No. 14.04 -- Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, City of College Station

Code of Ordinances, Article 7 of the Unified Development Ordinance, requiring a traffic impact analysis for certain residential developments.

Transportation Planner Ken Fogle described the traffic impact analysis which concluded the advantages. The Planning and Zoning Commission recommended approval. Staff also recommended amending the Unified Development Ordinance requirement for traffic impact analysis to be applicable to all developments generating more than 5,000 trips per day.

Mayor Silvia opened the public hearing.

No one spoke.

Mayor Silvia closed the public hearing.

Mayor Pro Tem Happ moved to approve an ordinance amending Chapter 12, City of College Station Code of Ordinances, Article 7 of the Unified Development Ordinance, requiring a traffic impact analysis for certain residential development. Council member McIlhaney seconded the motion.

After Council discussion, Council member McIlhaney called for the question. Motion failed.

Mayor Pro Tem Happ moved to approve an ordinance amending Chapter 12, City of College Station Code of Ordinances, Article 7 of the Unified Development Ordinance, requiring a traffic impact analysis for certain residential development. Council member McIlhaney seconded the motion, motion failed by a vote of 1-6.

FOR: McIlhaney

AGAINST: Silvia, Happ, White, Gay, Scotti, Ruesink

Council member Gay moved to direct staff to draft an ordinance placing the Impact Analysis under the control of the City of College Station and develop a fee schedule between the City of College Station and the developers. Council member White seconded the motion, which carried by a vote of 6-1.

FOR: Silvia, Happ, White, Gay, Scotti, Ruesink

AGAINST: McIlhaney

Regular Agenda Item No. 14.06 -- Public hearing, discussion and possible action on an ordinance designating the Northgate District in College Station, Texas as Reinvestment Zone Number 16, City of College Station, Texas, enumerating the qualifying criteria, adopting a preliminary development and financing plan, establishing a board of directors for such zone, and other matters relating thereto; providing for a severability clause and an open meetings clause; and appointing City's six members to the board.

Chief Financial Officer Jeff Kersten discussed factors regarding the proposed ordinance designating the Northgate District in College Station, Texas as Reinvestment Zone Number 16.

Mayor Silvia opened the public hearing.

No one spoke.

Mayor Silvia closed the public hearing.

Council member Gay moved to approve **Ordinance No. 2907** designating the Northgate District in College Station, Texas as Reinvestment Zone Number 16, College Station, Texas enumerating the qualifying criteria, adopting a preliminary development and financing plan. Council member White seconded the motion, which carried unanimously, 7-0.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink

AGAINST: None

Mayor Pro Tem Happ moved to appoint David Scarmardo, Anne Jackson, Tom Kirkland, Glenn Thomas Stephen Syptak and Dale O'Reilly as Board of Directors to the Reinvestment Zone Number 16.

Council member Gay amended the motion adding that the Board of Directors draw slots for the term of membership and appoint Stephen Syptak as Chairman. Mayor Pro Tem Happ seconded the motion, which carried unanimously, 7-0.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink

AGAINST: None

Council recessed for a short break at 9:10 p.m. and reconvened the regular meeting at 9:19 p.m.

Regular Agenda Item No. 14/05 -- Public hearing, presentation, possible action, and discussion regarding a resolution denying the proposed rate increase filed by Atmos Energy Corporation on or about may 31, 2006.

Chief Information Officer Olivia Burnside described the resolution denying the proposed rate increase filed by Atmos Energy Corporation on or about May 31, 2006. Ms. Burnside recommended approval of the resolution denying the gas rate increase.

Mayor Silvia opened the public hearing.

No one spoke.

Mayor Silvia closed the public hearing.

Council member White moved to approve **Resolution No. 6-22-2006-14.05** denying the proposed rate increase filed by Atmos Energy Corporation on or about May 31, 2006. Mayor Pro Tem Happ seconded the motion, which carried unanimously, 7-0.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink
AGAINST: None

Regular Agenda Item No. 14.07 -- Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$7,375,000 City of College Station General Obligation Bonds, Series 2006.

Chief Financial Officer Jeff Kersten presented a brief overview of the proposed ordinance and recommended approval. He introduced Drew Masterson of First Southwest Company. Mr. Masterson presented the bids received for Series 2006 General Obligation Improvement Bonds, Certificates of Obligation and Utility System Revenue Bonds.

Council member Gay moved to approve **Ordinance No. 2908** issuing \$7,375,000 City of College Station General Obligation Bonds, Series 2006. Council member White seconded the motion, which carried unanimously, 7-0.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink
AGAINST: None

Regular Agenda Item No. 14.08 -- Presentation, possible action, and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$8,325,000 City of College Station Certificates of Obligation, Series 2006.

Council member Gay moved to approve **Ordinance No. 2909** issuing \$8,325,000 City of College Station Certificates of Obligation, Series 2006. Council member White seconded the motion, which carried unanimously, 6-0-1.

FOR: Silvia, Happ, White, Gay, Scotti, Ruesink
AGAINST: None
ABSTAINED: McIlhaney

Regular Agenda Item No. 14.09 -- Presentation, possible action, and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$16,950,000 City of College Station Utility Revenue Bonds, Series 2006.

Council member Gay moved to approve **Ordinance 2910** issuing \$16,950,000 City of College Station Utility Revenue Bonds, Series 2006. Council member White seconded the motion, which carried unanimously, 7-0.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink

AGAINST: None

Regular Agenda Item No. 14.10 -- Presentation, possible action, and discussion regarding design change order no. 2 to BRW in the amount of \$128,153.00 for the Police Station Addition Project GG-0402.

Interim Assistant City Manager Mark Smith described the proposed change order. Staff recommended approval of the design change order no. 2 in the amount of \$128,153.00.

Council member Gay moved to approve a design change order no. 2 to BRW in the amount of \$128,153,000, for the Police Station Addition Project. Council member Scotti seconded the motion which carried unanimously, 7-0.

FOR: Silvia, Happ, White, Gay, McIlhaney, Scotti, Ruesink

AGAINST: None

Workshop Agenda Item No. 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.

Mayor Pro Tem Happ requested a workshop agenda item regarding a comparison between the City of Bryan and College Station regarding non-profits funding.

Mayor Pro Tem Happ requested the policy regarding the naming of parks, streets, buildings, etc. Council member White seconded the motion, which carried unanimously, 7-0.

Workshop Agenda Item No. 7 -- Council Calendars

June 19 IGC Meeting – TAMU – Noon – 1:30 p.m.

June 19 Citizen Fire Academy Graduation – CS Utilities Training Room – 6:00 p.m. – 8:00 p.m.

June 20 Texas Institute for Genomic Medicine – 5:00 p.m. – 6:30 p.m. – Raymond Stotzer Pkwy next to Large Animal Clinic

June 20 Council Transportation Committee Meeting – Admin Conf. Rm. – 5:00 p.m. – 6:00 p.m.

June 21 Exploring History Lunch/Lecture – 11:30 a.m. – 1:00 p.m. – College Station Conference Center

June 22 City Council Workshop and Regular Meeting 2:00 p.m.

June 22 Health & Safety Expo – Brazos Center – 10:00 a.m. – 4:00 p.m.

June 22 Dedication Ceremony of Book Collection in Memory of Mike Patterson – Larry Ringer Library 11 a.m. - noon

June 23 SummerFest – Adamson Lagoon – 6:00 p.m. – 8:00 p.m.

June 29 - 30 College Station City Council Strategic Planning Retreat – Summersmill – Salado, TX

June 30 Brazos Family Medicine Residency Graduation – 6:00 p.m. – 9:00 p.m. – Pebble Creek Country Club

July 4 Office Closed

Council reviewed their upcoming events.

Workshop Agenda Item No. 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, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments.

Council member White presented a brief summary on an item of the Intergovernmental Committee meeting.

Mayor Pro Tem Happ conveyed comments of the Intergovernmental Committee and the Transportation Committee meeting.

Council member Scotti discussed factors regarding the Research Valley Partnership meeting.

Mayor Silvia presented highlights of the Metropolitan Planning Organization and Brazos Valley Council of Governments.

City Manager Glenn Brown discussed factors regarding the Brazos Valley Animal Shelter Board meeting.

Regular Agenda Item No. 15 -- The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for June 22, 2006.

The Council completed the executive session prior to the regular meeting.

Regular Agenda Item No. 16 -- Final action on executive session, if necessary.

No action was taken.

Regular Agenda Item No. 17 -- Adjourn.

Hearing no objections, the meeting adjourned at 10:29 p.m.

PASSED and APPROVED on _____ day of _____, 2006.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks

**August 7, 2006
Regular Agenda
BVCNet Collaborative Agreement**

To: Glenn Brown, City Manager
From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding approval of the BVCNet Collaborative Agreement.

Recommendation(s): Staff recommends approval.

Summary: Eleven entities entered into a collaborative agreement in 2000 to establish the Brazos Valley Community Network (BVCNet). This endeavor was funded by a Telecommunications Infrastructure Fund grant of \$500,000 along with cash and in-kind donations from the eleven entities. Each entity has paid an annual fee to maintain the BVCNet. The grant documents which served as the collaborative agreement for five years expired in May 2005. The proposed collaborative agreement will allow the continuation of the BVCNet and the City's participation therein.

The BVCNet provides connectivity between the Cities of College Station and Bryan so that law enforcement and court records may be shared over a secure network. The Emergency Operation Centers share a common database and software when operating. The Larry J. Ringer Library operates off the common library computer in Bryan for all library functions over the BVCNet. Email between all parties runs over the BVCNet saving the cost of bandwidth over the Internet for all parties. Many other connections and savings to the City of College Station could be listed.

Staff worked very closely with the Legal Department and outside counsel in drafting an agreement which would protect the City of College Station while maintaining a collaborative spirit. Paragraph 5 of the BVCNet Collaborative Agreement is possibly the most important paragraph for the City. It states "The Cities of College Station and Bryan reserve the right to immediately withdraw the usage of their fiber and equipment from any party who fails to cease prohibited activity as provided by PURA Section 54.202."

This paragraph gives the Cities the ability to immediately stop any use that might cause the Cities to be in violation of that law. Staff greatly appreciates the support of the Council in the negotiation of this agreement.

Budget & Financial Summary: The cost of the City's participation in the BVCNet is currently \$13,000 per year. This amount is a part of Information Service's annual budget and does not represent a budget increase.

Attachments:
BVCNet Collaborative Agreement

COLLABORATIVE AGREEMENT BETWEEN
TEXAS A&M UNIVERSITY
TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
THE CITY OF COLLEGE STATION
THE CITY OF BRYAN
BRAZOS COUNTY
BLINN COLLEGE
BRYAN INDEPENDENT SCHOOL DISTRICT
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
BRAZOS VALLEY COUNCIL OF GOVERNMENTS
THE RESEARCH VALLEY PARTNERSHIP
ST. JOSEPH REGIONAL HEALTH CENTER

for
 Brazos Valley Community Network Project

This Agreement is entered into by and among Texas A&M University (hereinafter referred to as "TAMU"), Texas A&M University System Health Science Center (herein after referred to as "Health Science Center"), the City of College Station, a Texas Home Rule municipal corporation (hereinafter referred to as "College Station"), , the City of Bryan, Texas, a Texas Home Rule municipal corporation (hereinafter referred to as "Bryan"), Brazos County, Texas (hereinafter referred to as the "County"), Blinn College (hereinafter referred to as "Blinn"), Bryan Independent School District (hereinafter referred to as "BISD"), College Station Independent School District (hereinafter referred to as "CSISD"), Brazos Valley Council of Governments (hereinafter referred to as "BVCOG"), The Research Valley Partnership (hereinafter referred to as "TRVP"), and St. Joseph Regional Health Center (hereinafter referred to as "St. Joseph").

WHEREAS, the parties entered into a collaborative agreement in 2000 to establish the Brazos Valley Community Network Project ("BVCNET") using a Telecommunications Infrastructure Fund grant for two years with a subsequent three-year sustainability period and that agreement expired in May 2005, See Attachment A;

WHEREAS, the parties agreed to a budget of cash and in-kind donations as shown by the budget summary Attachment B and modified by memo Attachment C;

WHEREAS, the parties wish to enter into a new Collaborative Agreement to continue joint operation of the BVCNET;

WHEREAS, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, the parties are of the opinion that the BVCNET provides valuable services and is an asset to each party and the community as a whole;

WHEREAS, the parties are not engaging in providing telecommunications services as that term is defined in the Public Utilities Regulatory Act, Sections 51.001, et seq., Texas Utilities Code (“PURA”);;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. **Preamble.** The preamble to this Agreement is incorporated in this Agreement and the statements therein are found and determined to be true and correct.
2. **BVCNET.** BVCNET is a project initiated by TAMU through its Academy for Advanced Telecommunications and Learning Technologies. The BVCNET’s Governing Board (“Governing Board”) establishes direction and policies to provide guidance for the committees, officers and staff, to implement policies governing the operation and management, and to effectively manage the finances of BVCNET including soliciting funding to support its operations. The Project Director serves at the will of the Governing Board, and shall operate as the General Manager of the BVCNET. The Governance Process and Managerial Processes for the Governing Board are attached hereto as Attachment D.
3. **BVCNET Goals.** The parties, through the Project Manager, will jointly operate the BVCNET, which will provide services and connectivity generally described as follows:
 - Be a forum for collaborative technology projects that address joint interests of organizations within the community.
 - Maintain high performance connectivity among the parties by linking and extending existing networks.
 - Provide network access to individuals in the community, particularly the underserved by providing access at local centers.
 - Maintain a web presence to organize local resources in a web portal.
4. **Bylaws.** The BVCNet shall be governed by by-laws as set forth in Attachment D. Each respective agency or nonprofit organization that is a party hereto approves the by-laws by entering into this Agreement.
5. **Compliance with PURA.** Section 54.202 of PURA currently prohibits municipalities from offering for sale to the public certain services. It is the intent of the parties that no activity of the parties or operations of the BVCNET will be conducted or condoned that are prohibited under PURA § 54.202. Parties may allow others, including members of the public, to use the BVCNET only if: (i) such use does not cause the BVCNET or any party to be considered a carrier, a common carrier, or a public utility under state or federal law or regulations; and (ii) such use does not violate the provisions of PURA § 54.202. In the event that any party has reason to believe that any other party is conducting, or allowing the conduct of, such use, activity, or operations,

upon receipt of written notice, the offending party shall immediately cease such activity or operation. Failure to do so will result in the enforced withdrawal of the offending party from this Agreement and from the BVCNET.

The Cities of College Station and Bryan believe the current usage of all the parties is not prohibited by PURA Section 54.202. The Cities of College Station and Bryan reserve the right to immediately withdraw the usage of their fiber and equipment from any party who fails to cease prohibited activity as provided by PURA Section 54.202.

6.. **Funding.** Each party agrees to provide financial resources for the general operation, maintenance and planning of the BVCNET. The parties are responsible for yearly payments as follows:

TAMU	\$13,000
Health Science Center	3,000
College Station	\$13,000
Bryan	\$13,000
Brazos	4,000
Blinn	3,000
BISD	3,000
CSISD	3,000
BVCOG	3,000
RVP	3,000
St. Joseph	3,000

These payments are for the period from October 1 through September 30. Each party will make a lump sum payment to TAMU for the BVCNET, based on an October 1st fiscal year. Subsequent payments shall be made on October 1 of each year during the term of this Agreement. Payments shall be adjusted proportionally if any party withdraws from this Agreement, if any party is added, or if all parties agree that the payment amounts should be adjusted and if agreement is reached on the extent of such adjustment.

The funding request may be altered upon renewal of this Agreement and from time to time based on the operational needs of the BVCNET.

7. **Staff Support.** Each party shall, as needed, provide staff in support of BVCNET activities so that a continuity of service may be coordinated with the other parties in accordance with the Project Scope attached hereto as Attachment E.

8.. **Operations.** The Project Manager will:

- a) monitor and support connectivity to and between the parties.
- b) monitor and provide technical support for all BVCNET operations.

- c) respond to all inquiries regarding the BVCNET and on a periodic basis review overall program management and operation for efficiency and effectiveness.
- d) perform all other duties and functions necessary to fulfill the requirements as outlined in this Agreement.
- e) prepare and distribute to the all parties no less than once annually a report of BVCNET activities.
- f) undertake fund accounting, auditing, monitoring and such evaluation procedures as may be necessary to keep such records as each participating entity shall prescribe, shall be provided to assure fiscal control, proper management and efficient disbursement of funds received under this Agreement.

9. Additional Participants. Admission of additional participants in the BVCNET and to this Agreement will only be made by a majority vote of the Board of Directors. Additional participants will be required to execute a joinder to this Agreement in the form attached as Attachment F, and pay a sum to be determined for the general operation, maintenance, and support of the BVCNET.

10. Effective Date and Term. This Agreement shall be effective when signed by five or more parties and will remain in full force and effect until September 30, 2006. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth herein shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraphs 11 or 12.

11. Modification. The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduce to writing and signed by duly authorized representatives of all parties.

12. Withdrawal from Participation. Termination of participation in this Agreement by a party or parties shall not affect the continued operation of this Agreement between and among the remaining parties, and this Agreement shall continue in force and remain binding on the other parties. Any party may remove itself from this Agreement with or without cause, upon thirty (30) calendar days written notice to all other parties in accordance with Paragraph 18 herein. Withdrawal from participation in the Agreement will also result in withdrawal from participation in the BVCNET. To the extent that a party's withdrawal negatively impacts the ability of any other party to continue to participate, the withdrawing party shall not withdraw unless and until such negative impacts have been mitigated to the satisfaction of the non-withdrawing parties. Such mitigation, however, shall be at no cost to the withdrawing party.

13. **Failure to Pay.** Should a party to this Agreement fail to make its annual contribution for a period of 60 days after the due date thereof, that party shall be deemed to have withdrawn from participation the same as if written notice had been provided.

14. **Refund of Payments Upon Withdrawal.** In the event of termination of participation by a party, BVCNET shall refund to TAMU, which shall in turn refund to the withdrawing participant, a pro rata amount of the lump sum received by BVCNET based upon the product of the number of days from termination to end date of the agreement divided by 365 days, multiplied by amount of lump sum payment. Upon termination from participation, ownership of equipment purchased by the BVCNET Project that is located on premises of the withdrawing party shall revert to the BVCNET Project.

15. **INDEMNIFICATION.** To the extent permitted by law, parties shall indemnify, defend and hold each other, each other's agents, officers or employees harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees, made against the indemnifying party, its agents, officers or employees on account of injury, harm, death or damage to persons or property which is caused by, in whole or in part, and then only to the extent of, the willfully tortuous or grossly negligent acts or omissions of the indemnifying party or its agents, servants, employees, contractors, or subcontractors in its performance under this Agreement. Provided, however, such indemnification shall not extend to that portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the concurrent negligence of indemnifying party, its agents, employees, officers, contractors or subcontractors. And, provided further that any governmental party's liability for an occurrence under this section shall not exceed its limits of liability under the Texas Tort Claims Act.

16. **CONSENT TO SUIT.** Nothing in this Agreement will be construed as a waiver or relinquishment by any governmental entity that is a party to this Agreement of its right to claim such exemptions, privileges and immunities as may be provided by law.

17. **Severability.** In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions hereof shall not be affected thereby.

18. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein:

Texas A&M University:

Director, The Academy for Advanced Telecommunications and Learning
Technologies
3139 TAMU
1700 Research Parkway; Suite 160
College Station, TX 77843-3139

Texas A&M University System Health Science Center:

Chief Information Officer
Texas A&M University System Health Science Center
(MS1361)
John B. Connally Building
301 Tarrow
College Station, TX 77840-7896

City of College Station:

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

City of Bryan:

City Manager
City of Bryan
P.O. Box 1000
Bryan, Texas 77805

Brazos County:

County Judge
Brazos County Courthouse
Suite 102
P.O. Box 202 E. 27th Street
Bryan, TX 77802

Blinn College:

President
902 College Avenue
Brenham, TX 77833

Bryan Independent School District:

Superintendent
101 N. Texas Ave
Bryan, TX 77803

College Station Independent School District:

Superintendent
1812 Welsh
College Station, TX 77840

Brazos Valley Council of Governments:

Executive Director
P.O. Box 4128
Bryan, TX 77802-4128

The Research Valley Partnership:

President/CEO
Suite 270
1500 Research Parkway
College Station, TX 77845

St. Joseph Regional Health Center:

Vice President
Information Services
2801 Franciscan Drive
Bryan, TX 77802

19. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understanding, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

20. Amendment. This Agreement shall be automatically amended by the amendments made to law by an act of the State Legislature. In all other respects, this Agreement may only be amended by the written consent of all the parties hereto.

21. Governing Law. This Agreement shall be executed in and shall be governed by the laws of the State of Texas.

22. Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective governments, special districts or non-profit organizations.

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

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

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

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

27. Conflict of Interest. BVCNET and all parties will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties.

28. Open Meetings and Records. BVCNET will comply with the Texas Government Code Sections 551 and 552.

29. No Joint Venture. By entering into this Agreement the parties hereto are not establishing any joint venture or partnership.

CITY OF COLLEGE STATION

BY: _____
Ron Silvia, Mayor

Date

ATTEST:

Connie Hooks, City Secretary

Date

APPROVED:

Glenn Brown, City Manager

Date

Harry Conzelli

City Attorney

Date

Jeff Kersten, Chief Financial Officer

Date

ATTACHMENT "A" PAGE 1

Telecommunications Infrastructure Fund Board

Board Members
 Thomas R. Powers, Chair
 Gwen Stafford, Vice-Chair
 Roger James Benavides
 John E. Collins
 Blair Fitzsimons
 Clint Formby
 Kay Karr
 Mari D. Nelson, P.E.
 Thomas U. Williams



1000 Red River, Room E208
 Austin, Texas 78701-2698
 (512) 344-4300
 1-(888) 533-TIFB
 Fax: (512) 344-4320

Internet Homepage:
<http://www.tifb.state.tx.us>

"Sam" Tessen, Exec. Dir.

Grantee Acceptance Notice

AGREEMENT:

Whereas TEXAS A&M UNIVERSITY REPRESENTING BRAZOS VALLEY COMMUNITY NETWORK, hereinafter referred to as Grantee, has therefore submitted a grant application to the Telecommunications Infrastructure Fund Board (TIFB), entitled Community Networking 1 - Collaborative, and further identified by grant number QE-2000-CN1C-3983; and

Whereas, the TIFB has approved the grant application as evidenced by the Statement of Grant Award from the Director of Programs dated 10/02/2000 to 09/30/2002; and

Whereas, the Grantee desires to accept the grant award, the state of Texas Uniform Grant Management Standards, the Grantee's Application as amended by TIFB, the RFP Application Packet instructions, TIFB program regulations, handbooks, guidelines, manuals and special requirements, if any, as evidenced in the Statement of Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the state of Texas Uniform Grant Management Standards, the RFP Application Packet instructions, TIFB program regulations, handbooks, guidelines, manuals, other conditions that may be promulgated by the TIFB, and any special requirements as evidenced by the agreement, executed by the project director, the financial officer, and the official authorized to sign the original grant application, or the official's successor, as presiding officer of and on behalf of the governing body of the Grantee; and

NON-LOBBYING CERTIFICATION:

We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.

A finding that the grantee has violated this certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the TIFB.

Certified by:

Date: 2-28-01

Richard E. Ewing
 Signature of Project Director
Richard E. Ewing - Vice President for Research
 Name & Title (must print or type)
469 Blocker; 3139 TAMU
 Official Agency Address
College Station, TX 77843-3139
 City/Zip Code/Telephone Number (979) 862-3982

William B. Krumm
 Signature of Financial Officer
William B. Krumm VP for Finance
 Name & Title (must print or type)
1181 TAMU
 Official Agency Address
College Station, TX 77843-1181
 City/Zip Code/Telephone Number

William B. Krumm
 Signature of Authorized Official
William B. Krumm VP for Finance
 Name & Title (must print or type)
1181 TAMU
 Official Agency Address
College Station, TX 77843-1181
 City/Zip Code/Telephone Number

Brazos Valley Community Network TIF Application

13. BUDGET PLAN**Maintenance of Financial Records**

The Texas A&M Department of Contract Administration, which provides financial oversight of sponsored grants and contracts for Texas A&M, will provide maintenance of the financial records for this project. Presently, the Department of Contract Administration administers over 550 separate grant accounts within Texas A&M's financial accounting system. Sponsored project expenditures at Texas A&M for FY99 were \$56 million. The Department of Contract Administration has experience in administering the financial accounting and reporting for multiple TIF Board grants awarded to Texas A&M and to The Texas A&M University System Health Science Center.

Cost-Effectiveness of Project

The Project Partners and other community organizations in Brazos Valley have enthusiastically committed financial and in-kind support for the BVCNet project. The Project Partners have all committed enormous time and resources to enable their individual networks and bring their existing investment to the project. These networks have been established through outside grant funding from various local, state and federal sources, and through the commitment of funds from the organizations' individual budgets. The TIF Board has awarded 22 grants to Brazos County entities in the areas of public health care, public schools, libraries, higher education and discovery; therefore, existing and additional TIF funds will be highly leveraged by the BVCNet project. The highly experienced and educated executive, administrative, educational and technical staffs currently supported by the Project Partners and abundant volunteer and student resources available in Brazos County will enhance the cost effectiveness of the project.

Brazos Valley Community Network TIF Application

To ensure its success and long-term sustainability, each of the Project Partners has committed significant resources in the form of cash matching funds, personnel time, and sharing of existing information and resources to provide a 0.88:1 match for this grant proposal. During the grant period (Years 1 - 2), the Project Partners are committing \$300,000 in cash. The Project Partners also are committing \$300,000 in cash for the sustainability period (Years 3 - 5). Additionally, each Project Partner will commit substantial in-kind contributions totaling over \$1 million for the grant period and the initial three-year sustainability period. The project partners are extraordinarily committed to the success of the BVCNet.

The City of Bryan, the City of College Station and Texas A&M have agreed to provide in-kind personnel and maintenance support from their telecommunications offices and will be responsible for the day-to-day operations of the network. This support will provide significant cost savings and strengthened long-term sustainability for this project. Blinn has agreed to provide training for volunteers and underserved and/or economically disadvantaged populations and will provide student interns to provide off-site training at the public access sites in the community. Collaboration, co-development and sharing of educational, library, health and community resources and information through a cohesive community network will reduce cost, eliminate redundancy and ultimately generate more interaction and information for the citizens of Brazos County than any of the Project Partners could accomplish individually. This network will streamline existing projects and enhance collaboration among the Project Partners saving valuable time and money for each of the Partners and their taxpayers.

ATTACHMENT "B"

BUDGET SUMMARY

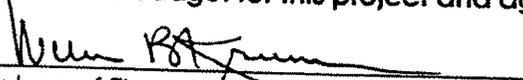
Applicant Name Brazos Valley Community Network

BUDGET SCHEDULE	TIF Funds	Local Funds*	In-Kind*	Total
A. Personnel	\$	\$ 94,500	\$ 83,363	\$ 177,863
B. Contractual Services	340,800	100,000	45,200	486,000
C. Travel				
D. Supplies and Materials			13,500	13,500
E. Equipment	159,200	105,500		264,700
TOTAL DIRECT EXPENSES	\$ 500,000	\$ 300,000	\$ 142,063	\$ 942,063
Program Income (if known)				\$

*Please Identify Source:

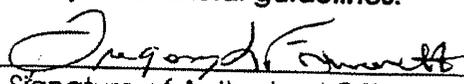
Source	Amount
Texas A&M University - Local Funds (Account 02-133537)	\$ 50,000
Texas A&M University - In-kind	64,215.66
Blinn College - Local Funds	6,000
Blinn College - In-kind	20,790
Brazos Valley COG - Local Funds	6,000
BCS EDC - Local Funds	6,000
Bryan ISD - Local Funds	6,000
City of Bryan - Local Funds	150,000
City of Bryan - In-kind	28,540.67
City of College Station - Local Funds	50,000
City of College Station - In-kind	28,516.67
College Station ISD - Local Funds	6,000
St. Joseph Regional Health Ctr. - Local Funds	6,000
The Texas A&M HSC - Local Funds (Account 03-121901)	6,000
Brazos County - Local Funds	8,000

NOTE: TIF BOARD Funds should contain Direct Costs only. No indirect costs can be included.
 I approve the budget for this project and agree to abide by all financial guidelines.


 Signature of Financial Officer

William B. Krumm, VP for Finance and Controller
 Typed or Printed Name and Title

5/18/2000
 Date


 Signature of Authorized Official

Gregory L. Foxworth, Director, OSP
 Typed or Printed Name and Title

5/19/2000
 Date



College Station Independent School District

Success....each life....each day....each hour

ATTACHMENT "C"

MEMORANDUM

TO: Kristine J. Brisco
Contract Financial Administrator
TAMU Contract Administration

FROM: Linda Ray *Linda Ray*
BVCNet Board Chairperson

DATE: December 17, 2002

SUBJECT: City of Bryan Contribution to Brazos Valley Community Network

The Brazos Valley Community Network (BVCNet) Board of Directors met on October 29, 2002 and agreed to accept City of Bryan's request to change their contribution to BVCNet from a \$100,000 cash for fiber contribution to a \$100,000 in-kind contribution of fiber.

The change was voted on and approved for immediate acceptance.

Attachment D:

Governance Process and Managerial Processes for the Board

"BYLAWS"

Brazos Valley Community Network (BVCNet)

ARTICLE I. Name

The name of the organization shall be the Brazos Valley Community Network (hereinafter referred to as the BVCNet).

ARTICLE II. Purpose

- A. To provide high-performance connectivity among institutions within the community by linking and extending existing networks.
- B. To broaden Internet network access to individuals in the community, particularly the underserved by providing access at local centers.
- C. To organize local resources in a web portal.

ARTICLE III. Membership

- A. Charter members (Project Partners)
 - Blinn College
 - Brazos County
 - Brazos Valley Council of Governments
 - Bryan Independent School District
 - City of Bryan
 - City of College Station
 - College Station Independent School District
 - The Research Valley Partnership
 - St. Joseph Regional Health System
 - Texas A&M University
 - Texas A&M University System Health Science Center
- B. Members are defined as a political subdivision of the state, non-profit organizations, and state supported educational institutions.
- C. Members are required to contribute an annual fee as adopted by the Board of Directors. New members will pay no less than existing members.

BVCNET Collaborative Agreement

ARTICLE IV. Board of Directors

The Board of Directors (Board) will provide guidance to the committees, officers, and staff in developing policies governing the operation and management of the BVCNet, and will provide direction concerning its finances, including soliciting the funds to support its operation.

- A. The Board will consist of one Director to be appointed by each of the member organizations. Directors will generally be persons who hold administrative, leadership, or management positions within his/her organization. Directors will serve four-year terms and may be renewed one time. Appointment to the Board shall be by letter to the Project Director with the knowledge and consent of the appointing organization.
- B. Resignation from the Board will be by letter to the Project Director. The Project Director will coordinate with the respective member for replacement representation.
- C. Attendance at the quarterly meetings is mandatory. Directors may appoint an alternate to attend meetings of the Board or committee meetings in their absence to act on behalf of their organization.
- D. A quorum of the Board shall be defined as more than one-half (1/2) of all voting Directors.
- E. Directors may cast one vote each on each business item. Directors must abstain from any vote where there is a conflict of interest as defined in Article X and including, but not limited, to the following:
 - 1) is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded.
 - 2) serves on any board that oversees the unit or division that would administer the grant, if awarded.
 - 3) owns or controls any interest in a business entity or other non-governmental organization that benefits, directly or indirectly, from activities with the applicant.
 - 4) receives any funds from the applicant as a result of the grant.
 - 5) uses or receives a substantial amount of tangible goods, services, or funds from the applicant.
- F. Professional staff members of the BVCNet assigned to the Board shall be non-voting, ex-officio members of the Board.
- G. The Board, members of the Board and members of all BVCNet committees shall be subject to any and all rules, regulations, acts or mandates placed on the local, state, or federal governments or funding agencies.

ARTICLE V. Officers

The Board will elect a Chair, Vice Chair, and Secretary from its membership. Officers will serve a two-year term and will be re-elected by the Board without limitation. Elections will be held on a staggered basis with the Chair elected on even numbered years and the Vice-chair and Secretary on odd numbered years. Election of officers will be held at the first Board meeting occurring after August 1st.

- A. The Chair will preside over Board meetings, select committee members, and facilitate communication among the Board members.

BVCNET Collaborative Agreement

- B. The Vice Chair assists the Chair as needed, and assumes all duties of the Chair in his/her absence. In the absence of both the Chair and the Vice Chair, Board members shall elect a temporary presiding officer to serve during the meeting.
- C. The Secretary will give notice to the Board and the public of all meetings and keep records from these meetings.

ARTICLE VI. Professional Staff

Professional Staff members will include a Project Coordinator and Financial Officer/Fiscal Agent. Professional staff members of the BVCNet assigned to the Board of Directors will be non-voting, ex-officio members. Responsibilities, respectively, include:

- A. The Project Coordinator will be an employee of Texas A&M University and will implement policies governing operations and management, effectively manage the finances of the BVCNet, and serve on the Board. This individual will supervise, direct, and control BVCNet activities and affairs in order to achieve goals established by the Board, implement any policies adopted by the Board, and will carry into effect all orders and resolutions of the Board. The Project Coordinator may act, speak for, or otherwise represent BVCNet.
- B. The Project Coordinator also serves as the Financial Officer/Fiscal Agent and will manage all record-keeping of accounts, issue annual billing and provide financial reports at each quarterly meeting.

ARTICLE VII. Committees

A. Standing Committees

There will be three BVCNet community advisory committees established to represent BVCNet sponsors, end users, and the community at large. Membership on these committees will be open to all interested citizens within each group and will not be less than three or more than twenty, and will include at least one Director. The community advisory committees will be required to meet at least one time per year.

- 1) The Public Relations Committee will be responsible for advising the Board on issues or concerns of the community outreach efforts including the web portal.
- 2) The Access Sites Committee will be responsible for reporting and advising the Board on all issues related to the existing access point locations and making recommendations on new access point locations.
- 3) The Technical Committee will be responsible for advising and making recommendations to the Board on the technical needs of the BVCNet.

B. Special Committees

The Board may create committees for special purposes.

The Chair shall appoint, with approval of the Board, members and chair of such committees. A committee may be dissolved by a vote of the Board upon completion of the assigned.

ARTICLE VIII. Meetings

- A. Meetings will be held at least quarterly.

BVCNET Collaborative Agreement

- B. Written notice of time, place, agenda, and all documentation that will require Board approval will be sent by the Secretary to each Board member, no later than five days prior to the meeting date. Board meetings will be held in compliance with provisions of the Texas Open Meeting Act.
- C. Unplanned meetings to address matters of an urgent nature may be called by the Chair or any two Board members provided each member is notified by telephone, confirmed by email or by other personal contact. Adequate notice to the public must be made prior to special meetings.
- D. All meetings will be open to the public, except for executive sessions, which may be held for reasons outlined in House Bill 9 of the 78th Regular Session. No action taken in executive session will become effective unless the Board reconvenes in an open meeting and takes a vote on the motion.
- E. Meetings will be held within the region served by the Brazos Valley Community Network.
- F. Robert's Rules of Order shall govern on all matters of parliamentary procedure.

ARTICLE IX. Approval of and Amendments to the Bylaws

These Bylaws shall be approved and become effective by a simple majority the Board of Directors. The Board shall vote on recommendations for amendments to these Bylaws.

ARTICLE X. Conflict of Interest

Members of the Board and all BVCNet committees shall not use their position on the Board or BVCNet committees for a purpose that is or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

BVCNET Collaborative Agreement

Attachment E:

“PROJECT SCOPE”

The Brazos Valley Community Network (BVCNet) will seek to broaden access for those partners who provide information resources and those who make use of those resources. The BVCNet will enable those organizations to fulfill their mission more broadly and more effectively. The BVCNet will also empower users by providing them with the information and tools to participate as members of the greater Brazos Valley community. The BVCNet will provide a forum for sharing, interaction, collaboration, and broader community participation. It will allow services to be more equitably distributed, establish newly created services, better inform citizens of valuable resources outside of the community, and better inform citizens outside the community of resources that may influence a decision to move to the area.

The BVCNet comprises the partners and people who use the network (the users), the tasks they perform (the applications), the services provided to users (support), and the components that allow the applications to run (infrastructure). The task of the BVCNet is to provide the pieces to nurture, sustain, and develop integrated community involvement in providing and receiving services.

The Brazos Valley Community Network builds on the past experiences of community networks, preserves their benefits, and extends their power through the cooperation among the project's partners. BVCNet intranet will develop into a regional network that connects the seven-county region to share resources and facilitate interaction among the currently unconnected communities.

TASKS

1. Maintain a high-performance backbone to connect all of the existing partner networks. Identify all of the additional components needed to maintain and expand the high-performance network.
2. Strive toward connecting all existing and select potential partner networks. Be available to make presentations on the BVCNet. Through a request for proposal process, purchase/secure all of the necessary components needed to maintain and expand the high-performance BVCNet. Install all of these components, connect, test, and accept the functional operation of the BVCNet.
3. Maintain multiple network attachment methods. Identify the multiple network methodologies to be used to access the BVCNet from the remote-public access sites. Purchase, secure, install, and test these multiple network methodologies. Maintain and support the computers at each public-access site. BVCNet will ensure the public has access to the sites.
4. Maintain and expand community-wide quality-of-service (QoS) criteria. Determine user requirements and monitor QoS reports to maintain acceptable standards for voice, video, and data transmission.
5. Maintain user access to the network and connected resources.
6. Maintain a web presence.
7. Enable videoconferencing via this intranet network. The bandwidth capability for videoconferencing will be available, with each entity providing its own equipment for videoconferencing.
8. At a minimum, hold quarterly partner meetings to coordinate efforts.
9. Continue an awareness of BVCNet and its available services. Identify a viable publicity schedule for the BVCNet utilizing all available media resources and outlets.
10. Partners will actively market the BVCNet within their constituencies using established publicity venues.

Attachment F:

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Agreement"), dated as of _____, is executed by _____ ("Participant"), in connection with that certain Collaborative Agreement entered into between Texas A&M University, Texas A&M University System Health Science Center, the City of College Station, the City of Bryan, Texas, Brazos County, Texas, Blinn College, Bryan Independent School District, College Station Independent School District, Brazos Valley Council of Governments, The Research Valley Partnership, and St. Joseph Regional Health Center, hereinafter referred to jointly as "Parties."

In accordance with Section 9 of the Collaborative Agreement, Participant executes this Joinder Agreement in order to become a party to the Collaborative Agreement and a participant in the BVCNET. Accordingly, Participant hereby agrees as follows with the Parties:

1. Participant hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, Participant shall be deemed a party to the Collaborative Agreement, and shall have all of the obligations thereunder as if it had executed the Collaborative Agreement. Participant hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions, and conditions contained in the Collaborative Agreement applicable to it to the same effect as if it were an original party thereto.
2. Participant acknowledges and confirms that it has received a copy of the Collaborative Agreement and the exhibits thereto.
3. Participant's yearly payment for the operation, maintenance, and planning of the BVCNET is \$ _____, payment of which is due upon execution of this Joinder Agreement.
4. This Joinder Agreement may be executed in two or more counterparts, each of which shall constitute an original.
5. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Brazos County, Texas.

IN WITNESS HEREOF, Participant has caused this Agreement to be duly executed by its authorized officer as of the day and year indicated below.

Date: _____

Participant _____

By: _____

Name: _____

Title: _____

Address: _____

Fax: _____

Phone: _____

Email: _____

**August 7, 2006
Regular Agenda Item
Crescent Pointe Rezoning**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action and discussion regarding approval of an ordinance amending the rezoning of 36.89 acres, located at 300 University Drive East in the general vicinity the northeast corner of the intersection of Crescent Pointe Parkway and Copperfield Parkway, from R-4 (Multi-Family) to R-4 (Multi-Family) with changed conditions regarding fencing standards.

Recommendation(s): The Planning and Zoning Commission voted unanimously to recommended approval of this request at their July 20 meeting. Staff is also recommending approval of the request.

Summary: This item is a request to amend the conditions placed on the Crescent Pointe rezoning ordinance to allow ornamental metal fencing around the park where previously prohibited by the conditions placed on the rezoning. This request is being brought forward at the request of the applicant. The original rezoning was for the entire area of the Crescent Pointe Master Plan for C-1, General Commercial, A-P, Administrative Professional, and R-4, Multi-Family zoning districts with no fencing allowed between the park and the surrounding multi-family lots.

During the Master Plan process, the Parks and Recreation Advisory Board recommended that no fencing be located between the 5 acre park that was dedicated with the Final Plat, approved by the Planning and Zoning Commission on June 15, 2006. At the request of the developer of a multi-family apartment complex on Lot 3, Block 1, the owner is requesting to amend the condition placed on the rezoning to allow fencing.

This item was brought back to the Parks and Recreation Advisory Board on June 13, 2006, and the board voted 5-1 with 2 abstentions to recommend allowing ornamental wrought iron fencing that has a minimum 80% opacity around the park.

The Land Use Plan designates this area as Planned Development. The Thoroughfare Plan designates Copperfield Parkway as a minor arterial. Construction has been completed by the City.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial Map
2. Parks Board Minutes
3. Zoning District Fact Sheet, R-4, Multi Family
4. Draft P&Z Commission Meeting Minutes, July 20, 2006
5. Ordinance

7. Consideration, possible action, and discussion of a request to place a wrought iron fence along the west boundary of Crescent Pointe Park site. Gary E. moved that, upon staff recommendation, the fencing be accepted as long as 1) it is ornamental in nature 2) the park has 95% visibility; 3) the preference is wrought iron; and, 4) there is a minimum of two access points into the park. Carol B. seconded the motion. Discussion followed regarding any stipulations as to fence height and the difficulty in attaining 95% visibility through a fence. Glenn S. made a friendly amendment to change the percentage to allow for 80% visibility. Harry seconded the friendly amendment. The vote was called. The motion carried 5-1; Jodi abstained and Kathleen voted against the motion.

UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

R-4 Multi-family

This district provides land for development of apartment and condominium units at low to medium densities. This district may serve as a transitional zone between lower density residential areas and other residential or non-residential areas.

The following supplemental standards shall apply to this district:

1. Duplex dwelling units shall conform to R-2, Duplex Residential standards.
2. Townhouse dwelling units shall conform to R-3, Townhouse standards.

The maximum allowable density is 20.0 dwelling units per acre

The UDO subjects this district to supplemental standards requiring duplex dwelling units shall conform to R-2 Duplex Residential standards and townhouse dwelling units shall conform to R-3 Townhouse standards.

Permitted Uses:

- Boarding & Rooming House
- Extended Care Facility / Convalescent / Nursing Home
- Dormitory
- Duplex
- Fraternity / Sorority
- Multi-Family
- Multi-Family built prior to January 2002
- Townhouse
- Educational Facility, Primary & Secondary
- Parks
- Wireless Telecommunication Facilities -Unregulated

Permitted with Specific Use Standards:

- Governmental Facilities
- Place of Worship
- Sexually Oriented Business
- Utilities

Permitted with a Conditional Use Permit:

- Day Care, Commercial



DRAFT MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, July 20, 2006, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Acting Chairman John Nichols, Bill Davis, Dennis Christiansen, Ken Reynolds and Marsha Sanford.

COMMISSIONERS ABSENT: Chairman Scott Shafer and Harold Strong.

CITY STAFF/CITY COUNCIL MEMBERS PRESENT: Planning Administrator, Molly Hitchcock, Staff Planners Jennifer Reeves and Lindsay Boyer, Graduate Civil Engineer Josh Norton, First Assistant City Attorney Carla Robinson, Information Services Representative Bryan Cook and Staff Assistant Lisa Lindgren

7. Public hearing, presentation, possible action, and discussion on a rezoning for Crescent Pointe Subdivision consisting of 36.89 acres located at 300 University Drive East in the general vicinity the northeast corner of the intersection of Crescent Pointe Parkway and Copperfield Parkway from R-4, Multi-Family, to R-4, Multi-Family to amend conditions regarding fencing standards. **Case #06-500003 (CH)**

Lindsay Boyer, Staff Planner, presented the rezoning and recommended approval.

No one spoke on the item during the public hearing.

Commissioner Reynolds motioned to recommend approval of the changes on the rezoning by staff, which were to amend conditions to the R-4 zoning related to fencing standards. Commissioner Davis seconded the motion, motion passed (5-0).

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 7th day of August, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

ORDINANCE NO. _____

Page 2

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:

1. The following property is rezoned from R-4, Multi-Family with a condition that it not be fenced to R-4, Multi-Family with a condition that the Park, as final platted in Phase 2 of the Crescent Pointe Subdivision, be fenced with ornamental metal fencing with eighty (80) percent opacity with brick posts allowed.

TRACT A

BEING A 37.02 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE J. W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 137.1386 ACRE TRACT DESCRIBED IN THE DEED FROM COLLEGE MAIN APARTMENTS, LTD., TO CRESCENT POINTE, LTD, RECORDED IN VOLUME 5115, PAGE 10, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 37.02 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "B" AND SHOWN GRAPHICALLY IN EXHIBIT "C".

EXHIBIT "B"

Crescent Pointe - Phase Two
 R-4 Zoning
 Lots 1, 2 and 3 and Park, Block 3
 J. W. Scott Survey, A-49
 College Station, Brazos County, Texas

Field notes of a 37.02 acre tract or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of the 137.1386 acre tract described in the deed from College Main Apartments, Ltd., to Crescent Pointe, Ltd., recorded in Volume 6115, Page 10, of the Official Records of Brazos County, Texas, and said 37.02 acre tract being more particularly described as follows:

COMMENCING at the 1/2" iron rod found at a 6" cedar post fence corner marking the common corner between the beforementioned 137.1386 acre tract and the 113.67 acre tract described in the deed to Carrara Partnership recorded in Volume 586, Page 488, of the Deed Records of Brazos County, Texas, and in the northwest right-of-way line of State Highway No. 30 - 120' right-of-way;

THENCE N 44° 59' 40" W along the common line between the beforementioned 137.1286 acre tract and the 113.67 acre tract adjacent to a fence, for a distance of 299.75 feet to a 1/4" iron rod set at the **PLACE OF BEGINNING** of this description;

THENCE S 44° 22' 27" W for a distance of 600.28 feet to a 1/2" iron rod set;

THENCE N 45° 37' 33" W for a distance of 216.14 feet to a 1/2" iron rod set;

THENCE N 17° 42' 51" W for a distance of 172.04 feet to a 1/4" iron rod set in the south right-of-way line of Crescent Pointe Parkway - 70' right-of-way (Tract 2), as described in the Dedication Deed to the City of College Station, Texas, recorded in Volume 6182, Page 183, of the Official Records of Brazos County, Texas, same being a cul-de-sac;

THENCE along the south, east and north right-of-way line of the beforementioned Crescent Pointe Parkway - 70' right-of-way, as follows:

Northerly and Westerly along said out-de-sac curve, for an arc length of 195.57 feet to a 1/2" iron rod set at the beginning of a curve, concave to the south, having a radius of 1035.00 feet, the chord bears N 39° 48' 09" W - 92.88 feet,

Westerly along said curve for an arc length of 94.25 feet to a 1/2" iron rod set, the chord bears S 70° 08' 34" W - 84.21 feet,

N 68° 52' 01" W for a distance of 21.55 feet to a 1/2" iron rod set,

S 66° 07' 59" W for a distance of 20.00 feet to a 1/2" iron rod set,

S 21° 07' 59" W for a distance of 21.65 feet to a 1/2" iron rod set in a curve, concave to the south, having a radius of 1035.00 feet,

Westerly along said curve for an arc length of 683.43 feet to a 1/2" iron rod set at the end of this curve, the chord bears S 45° 48' 54" W - 671.08 feet,

S 26° 53' 53" W for a distance of 153.35 feet to an "x" set in concrete in the northeast right-of-way line of Copperfield Parkway - 110' right-of-way as described in the Dedication Deed to the City of College Station, Texas, as recorded in Volume 4879, Page 53, of the Official Records of Brazos County, Texas, same being a curve, concave to the southwest, having a radius of 1655.40 feet;

KLING ENGINEERING AND SURVEYING
 BRYAN TEXAS

Crescent Pointe - Phase Two
 R-4 Zoning
 Lots 1, 2 and 3 and Park, Block 3
 J. W. Scott Survey, A-49
 College Station, Brazos County, Texas
 Continued - Page 2

THENCE along the northeast right-of-way line of the beforementioned Copperfield Parkway - 110' right-of-way, as follows:

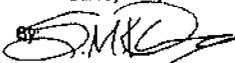
Northwesterly along said curve for an arc length of 146.04 feet to an "x" set in concrete at the end of this curve, the chord bears N 71° 42' 32" W - 145.69 feet,
 N 74° 14' 13" W for a distance of 284.12 feet to an "x" set in concrete at the beginning of a curve, concave to the northeast, having a radius of 745.00 feet,
 Northwesterly along said curve for an arc length of 370.08 feet to a 1/2" iron rod set at the end of this curve, the chord bears N 60° 00' 22" W - 366.29 feet,
 N 45° 46' 31" W for a distance of 100.00 feet to a 1/2" iron rod set.

THENCE N 44° 15' 21" E along the northwest line of the beforementioned 137.1386 acre tract at a distance of 5.00 feet, pass the south corner of Tract 1, 55.5014 acres as described in the plat of Crescent Pointe, recorded in Volume 5706, Page 76, of the Official Records of Brazos County, Texas, continue along the common line between the beforementioned 137.1386 acre tract and the 55.5014 acre tract for a total distance of 1767.77 feet to a 1/2" iron rod set at the east corner of the said 55.5014 acre tract and in the southwest line of a 48.19 acre tract described in the deed to Diane Peters, et al, recorded in Volume 223, Page 112, of the Deed Records of Brazos County, Texas,

THENCE S 44° 31' 15" E along the common line between the beforementioned 137.1386 acre tract and the 48.19 acre tract, for a distance of 283.34 feet to a 1/2" iron rod found at a 4" cedar post fence corner;

THENCE S 44° 59' 40" E along the common line between the beforementioned 137.1386 and the 113.67 acre tract, adjacent to a fence, for a distance of 1045.69 feet to the PLACE OF BEGINNING containing 37.02 acres of land, more or less

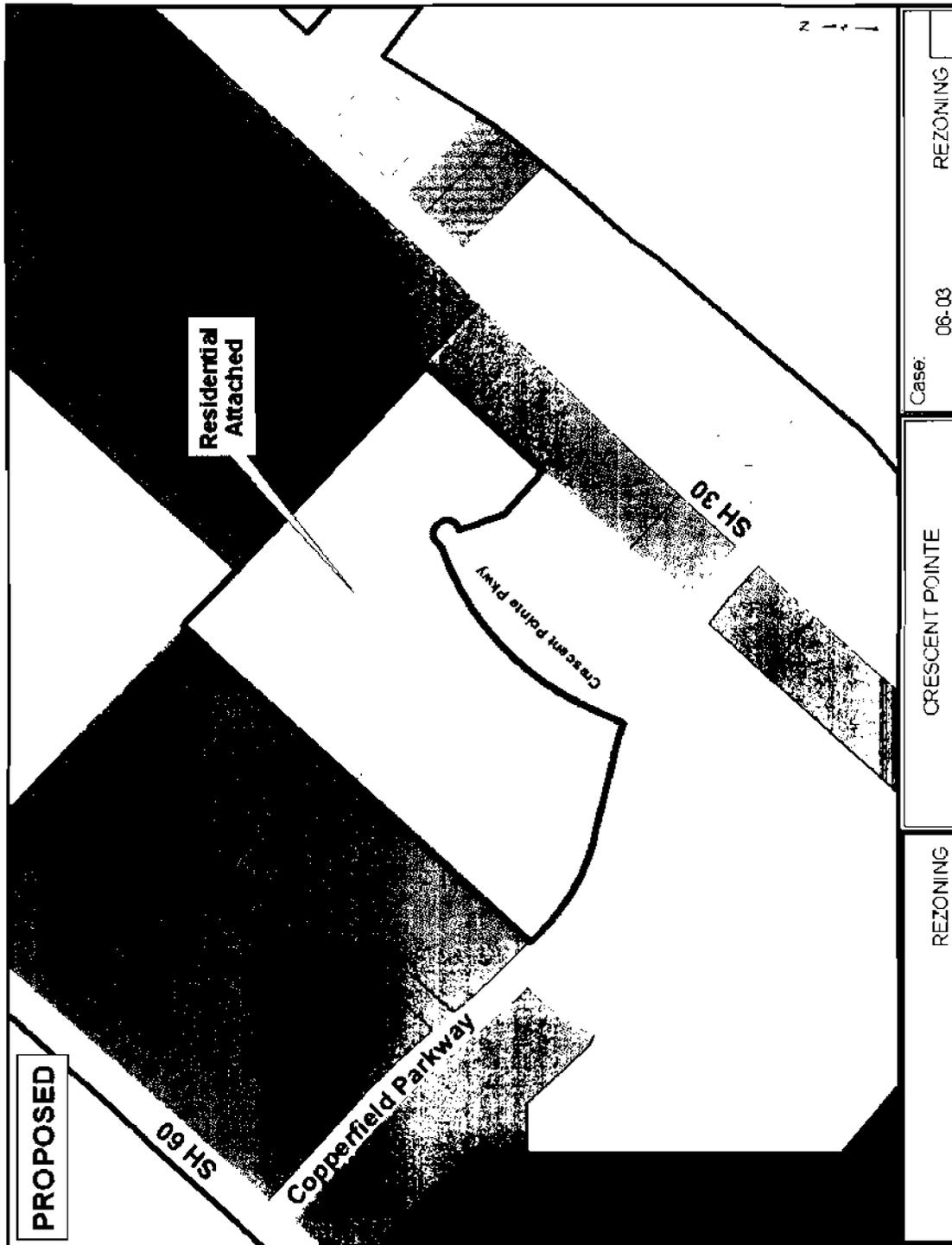


Surveyed April 2006

 S. M. Kling
 R. P. L. S. No. 2003

Prepared 04/10/06
 kw06-d:\chrcrescent\pointe-ph2-lots 1, 2 and 3 and park- lot 3-zoning.mxd

KLING ENGINEERING AND SURVEYING
 BRYAN TEXAS

EXHIBIT "C"



**August 7, 2006
Regular Agenda
Tarrow Street Rezoning**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action and discussion regarding the approval of an ordinance rezoning 4 lots on 0.39 acres located at 600 and 604 Tarrow Street in the general vicinity of the intersection of Tarrow Street and Banks Street, from C-3, Light Commercial and R-1, Single Family Residential to R-3, Townhomes.

Recommendation(s): The Planning and Zoning Commission heard this item on July 20, 2006 and unanimously recommended approval. Staff is also recommending approval.

Summary: This rezoning is in preparation of residential development on the property. The subject property is adjacent to an R-1, Single-Family zoning district and developed as single family homes.

The property is directly across from a commercial center on Tarrow Street. The subject lots are 85 feet in depth and 50 feet in width.

The Comprehensive Land Use Plan indicates this area as Single Family, High Density. The properties have frontage on Tarrow Street, a Major Collector on the City's Thoroughfare Plan. The properties have additional frontage on Banks and Peyton which are local residential streets.

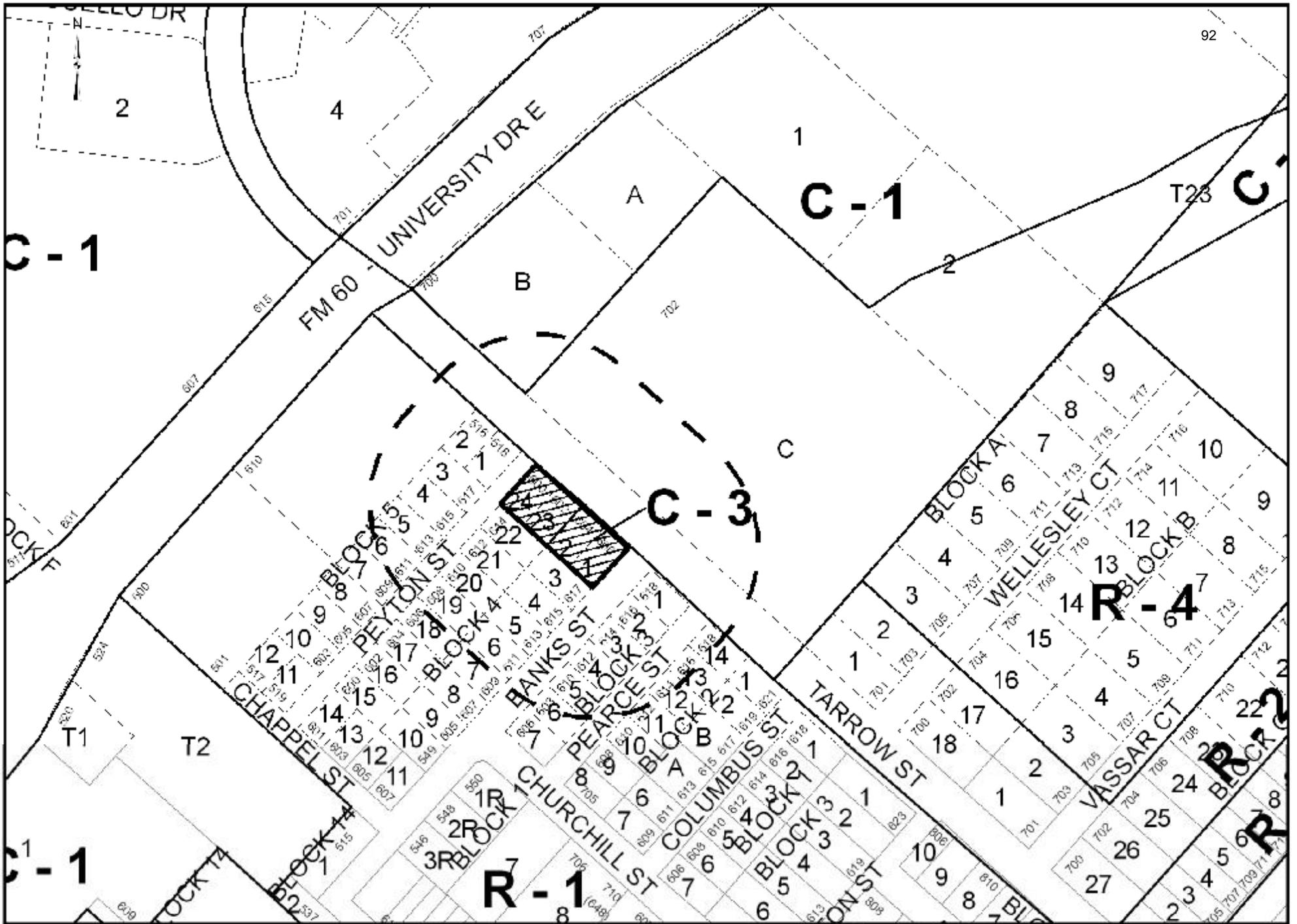
This rezoning request is in compliance with the goals of the Comprehensive Plan for high density single family housing in this area.

The subject property was annexed in 1951 and subsequently zoned C-N, Commercial Neighborhood. Lots 23 and 24 were rezoned in 1986 to R-1A, Single Family Residential. With the adoption of the Unified Development Ordinance in 2003, these properties were zoned as C-3, Light Commercial and R-1, Single Family Residential.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) & Aerial
2. Infrastructure & Facilities
3. Zoning District Fact Sheet, R-3, Townhomes
4. P&Z Commission Draft Minutes, July 20, 2006
5. Ordinance




 DEVELOPMENT REVIEW

LOTS 1, 2, 23, 24; BLOCK 4
 PRAIRIE VIEW HEIGHTS

Case: 06-500076
 REZONING



DEVELOPMENT REVIEW

LOTS 1, 2, 23, 24; BLOCK 4
PRAIRIE VIEW HEIGHTS

Case:
06-500076

REZONING

TARROW STREET REZONING

INFRASTRUCTURE AND FACILITIES

Water: Is available to this parcel. The water system for this area is required to meet City guidelines per the Subdivision Regulations and Unified Design Guidelines. A Water Report is required for the property at time of development to ensure compliance.

Sewer: Is available to this parcel. A Sewer Report is required for the subdivision at time of development to insure capacity and compliance.

Streets: This property fronts on Tarrow Street, a major collector on the City's Thoroughfare Plan.

Off-site Easements: None are known to be required at this time.

Drainage: Drainage is to the northeast (Burton Creek watershed).

Floodplain: There is no FEMA designated floodplain on the property.

Oversize request: None has been requested at this time.

Impact Fees: None

UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

R-3 Townhouse

This district contains land, which is to be used for a unique type of dwelling, typically designed for individual ownership, or ownership in-groups of single-family attached residences constructed on individually platted lots.

The following supplemental standards shall apply to this district: Single-family dwellings shall conform to R-1, Single-Family Residential standards.

Permitted Uses:

- Single-family Detached
- Townhouse
- Educational Facility, Primary & Secondary
- Parks
- Wireless Telecommunication Facility -Unregulated

Permitted with Specific Use Standards:

- Government Facilities
- Places of Worship
- Sexually Oriented Business
- Utility



DRAFT MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, July 20, 2006, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Acting Chairman John Nichols, Bill Davis, Dennis Christiansen, Ken Reynolds and Marsha Sanford.

COMMISSIONERS ABSENT: Chairman Scott Shafer and Harold Strong.

CITY STAFF/CITY COUNCIL MEMBERS PRESENT: Planning Administrator, Molly Hitchcock, Staff Planners Jennifer Reeves and Lindsay Boyer, Graduate Civil Engineer Josh Norton, First Assistant City Attorney Carla Robinson, Information Services Representative Bryan Cook and Staff Assistant Lisa Lindgren

8. Public hearing, presentation, possible action, and discussion on a Rezoning consisting of 4 lots on 0.39 acres located at 600 and 604 Tarrow Street in the general vicinity of the intersection of Tarrow Street and Banks Street, from C-3, Light Commercial and R-1, Single Family Residential to R-3, Town homes. **Case #06-500076 (LB)**

Lindsay Boyer, Staff Planner, presented the rezoning and stated that it was in compliance with the goals of the Comprehensive Plan and recommended approval.

No one spoke during the public hearing on the item.

Commissioner Davis motioned to recommend approval of the rezoning to City Council. Commissioner Sanford seconded the motion, motion passed (5-0).

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 7th day of August, 2006.

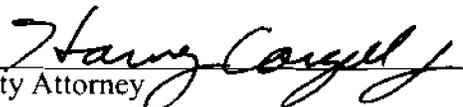
APPROVED:

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:

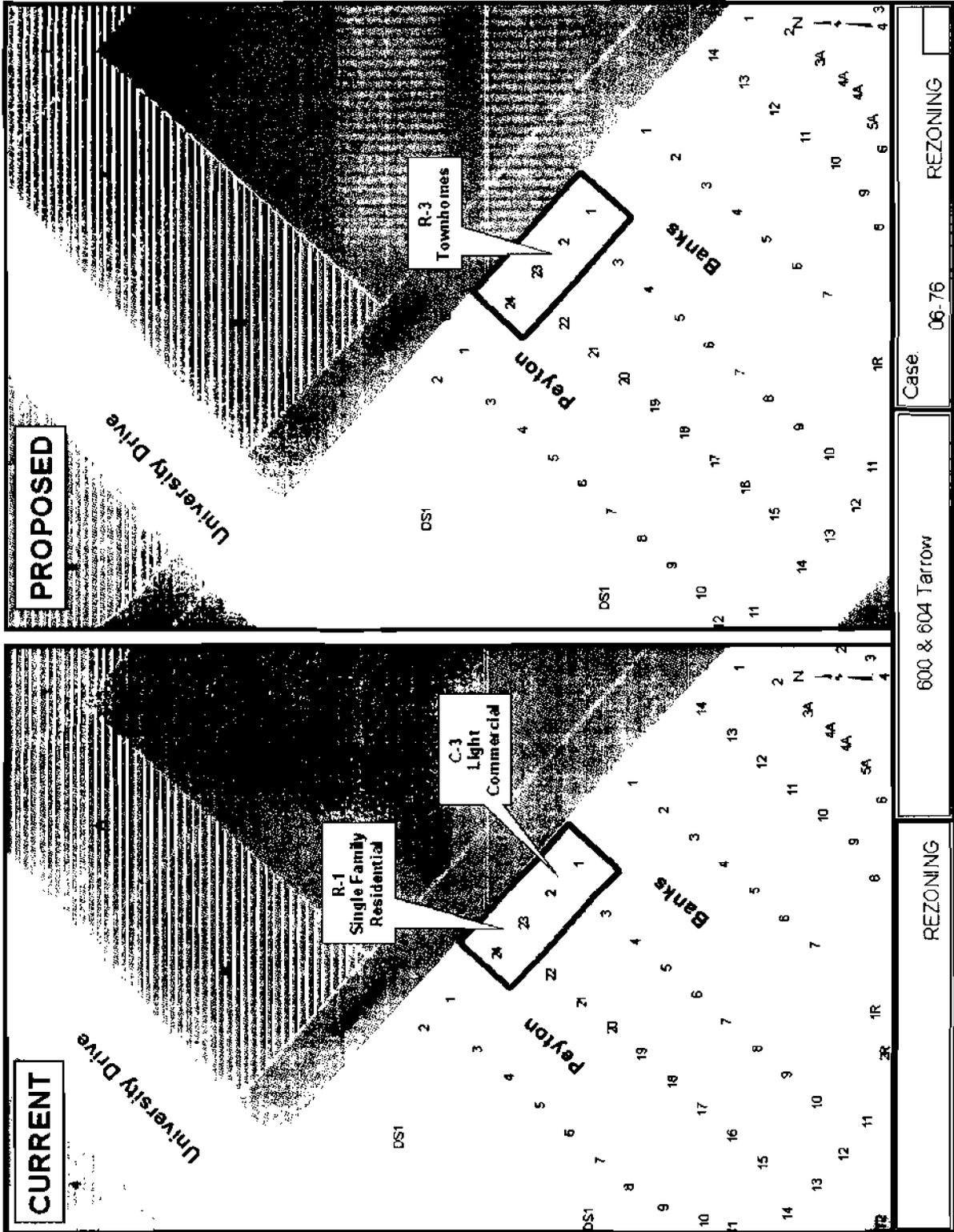
The following property is rezoned from R-1, Single Family Residential to R-3, Townhomes and shown graphically in Exhibit "B":

LOTS 23 AND 24 OF BLOCK 4 OF THE PRAIRIE VIEW HEIGHTS SUBDIVISION

The following property is rezoned from C-3, Light Commercial to R-3, Townhomes and shown graphically in Exhibit "B":

LOTS 1 AND 2 OF BLOCK 4 OF THE PRAIRIE VIEW HEIGHTS SUBDIVISION

EXHIBIT "B"



PROPOSED

CURRENT

R-3 Townhomes

R-1 Single Family Residential

C-3 Light Commercial

Case 06.76 REZONING

600 & 604 Tarrow

REZONING

August 7, 2006
1111 Rock Prairie Road Rezoning

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action and discussion regarding approval of an ordinance rezoning 1.939 acres at 1111 Rock Prairie Road, generally located at the northwest corner of Rock Prairie Road and Rio Grande Boulevard, from PDD-B (Planned Development District – Business) to PDD (Planned Development District).

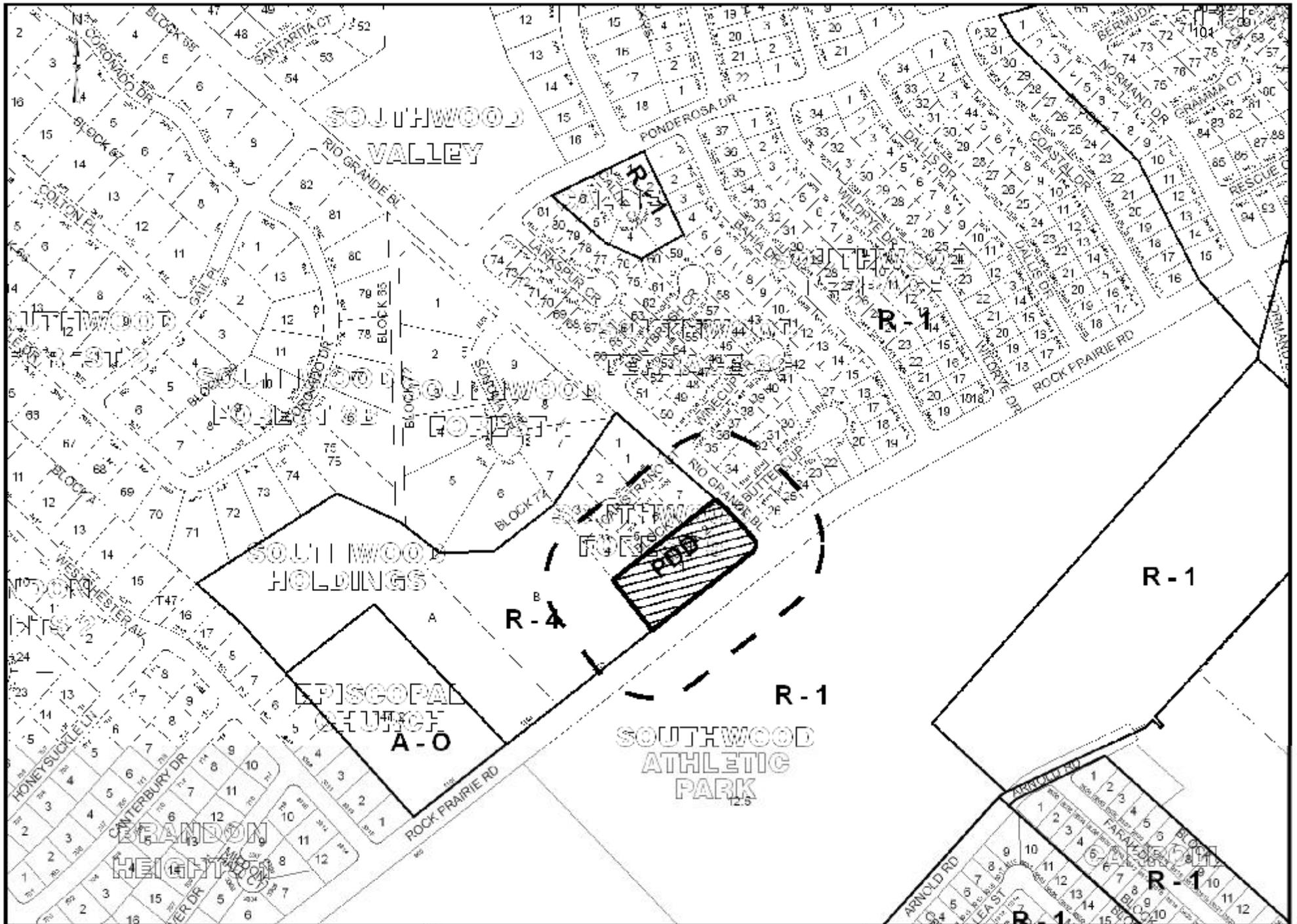
Recommendation(s): The Planning & Zoning Commission voted unanimously to recommend approval of the rezoning request at their July 20th meeting. Staff also recommends approval.

Summary: This item is for consideration of a rezoning from PDD-B (Planned Development District – Business) to PDD (Planned Development District) so that the applicant may complete the construction of a small medical office complex. The original PDD zoning was approved in 2000 with a maximum building size of 5,000 square feet. The purpose of this rezoning is to amend the existing PDD to remove the size limitation so that the applicant may construct one 7,200 square foot medical office building. The applicant is not proposing any changes to the approved uses for this PDD.

Budget & Financial Summary: NA

Attachments:

1. Small Area Map (SAM)
2. Aerial Map
3. Item Background
4. List of Proposed Uses
5. Ordinance



DEVELOPMENT REVIEW

1111 ROCK PRAIRIE RD

Case:
06-500125

REZONING



DEVELOPMENT REVIEW

1111 ROCK PRAIRIE RD

Case:
06-500125

REZONING

Item Background

Item Background: A portion of the subject lot was annexed in 1975 and the remaining property was annexed in 1986. Both properties were subsequently zoned A-O Agricultural Open. In 1988 a portion of the property was rezoned from A-O Agricultural Open to R-4 Apartments Low-Density. The entire property was rezoned to C-N Neighborhood Business in 1988. The subject property was platted in 1995 as one lot in the Southwood Forest Subdivision.

In 2000 the subject property was rezoned from C-N Neighborhood Business to PDD-B Planned Development District - Business for the development of a small medical and professional office complex. The PDD-B district was pursued because the C-N zoning district limited the size of each building to 2,000 square feet, and the applicant was seeking three 5,000 square foot buildings. Staff recommended applying a PDD-B district so that the required concept plan would be tied to the rezoning in order to protect the adjacent residential area.

Since that time, only one of the buildings has been constructed and the approved site plan has expired. The applicant is now interested in completing the original project, but it will not be in compliance with the building size conditions of the PDD-B approved in 2000; therefore, the applicant is required to seek a rezoning to remove the conditions of the PDD-B. Additionally, the Unified Development Ordinance that was adopted in 2003 no longer requires a concept plan to accompany a PDD rezoning request.

Comprehensive Plan Considerations: The Comprehensive Land Use Plan designates this property as Single Family Medium Density. Rock Prairie Road is a major arterial and Rio Grande Boulevard is a major collector on the City's Thoroughfare Plan. The properties to the north and west are designated as Single Family Medium Density and Institutional, respectively. However, all of the surrounding properties are zoned R-4 Multi-Family Residential.

Proposed Uses for the Planned Development District at 1111 Rock Prairie Road

The uses of this planned development will be restricted to the following uses:

- Administrative Offices
- Art Studio or Gallery
- Financial Institutions
- Doctor/Medical/Dental Offices
- Government Offices
- Professional/Service Offices
- Photographer's Studio
- Radio/TV Station Offices – No towers
- Real Estate Offices
- Travel Agency or Tourist Bureau Offices
- Personal Service Shops

Specifically prohibited from this Planned Development are veterinary clinics, abortion clinics and sexually oriented businesses.

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 7th day of August, 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 PDD-B Planned Development District - Business to PDD Planned Development District, as shown graphically in "Exhibit "B":

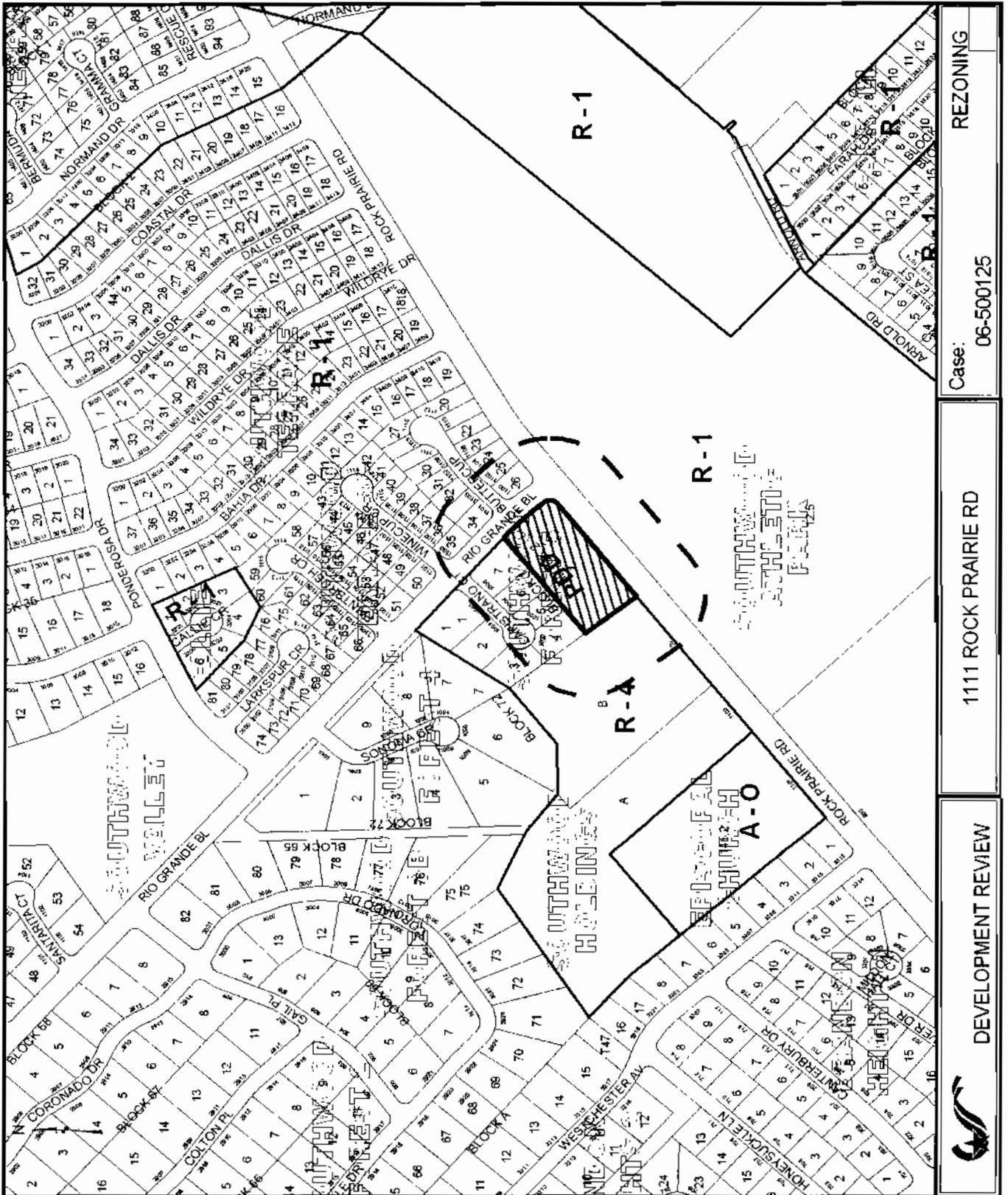
LOT 1 OF BLOCK 2 OF THE SOUTHWOOD FOREST #5 SUBDIVISION

The uses of this planned development will be restricted to the following uses:

- Administrative Offices
- Art Studio or Gallery
- Financial Institutions
- Doctor/Medical/Dental Offices
- Government Offices
- Professional/Service Offices
- Photographer's Studio
- Radio/TV Station Offices – No towers
- Real Estate Offices
- Travel Agency or Tourist Bureau Offices
- Personal Service Shops

Specifically prohibited from this Planned Development are veterinary clinics, abortion clinics and sexually oriented businesses.

EXHIBIT "B"



REZONING

Case: 06-500125

1111 ROCK PRAIRIE RD

DEVELOPMENT REVIEW



**August 7, 2006
Regular Agenda
Sonoma Rezoning**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action and discussion regarding approval of an ordinance rezoning 41.16 acres, located at 2755 Barron Road in the general vicinity of the southeast corner of the intersection of Barron Road and State Highway 40, from A-O (Agricultural Open) to R-1 (Single-Family Residential) and C-3 (Light Commercial).

Recommendation(s): The Planning and Zoning Commission heard this item on July 20, 2006 and unanimously recommended approval. Staff is also recommending approval.

Summary: This rezoning request is in preparation of residential development on the property. The property is currently zoned A-O (Agricultural Open) and is surrounded by A-O (Agricultural Open) to the northeast, and C-3 (Light Commercial) at the corner of Barron Road and SH 40. The property has approximately 2,400 feet of frontage on SH 40, a freeway on the City's Thoroughfare Plan and approximately 725 feet of frontage on Barron Road, a minor arterial. The surrounding properties are all vacant.

The Comprehensive Land Use Plan identifies this property for Single-Family Residential, Medium Density for the majority of the property, with the tip furthest away from Barron Road being designated as Floodplain and Streams and Retail Regional. Portions of this property are shown as Greenways, and the Bikeway and Pedestrian Master Plan also show proposed Bike and Pedestrian path on the eastern side of this tract.

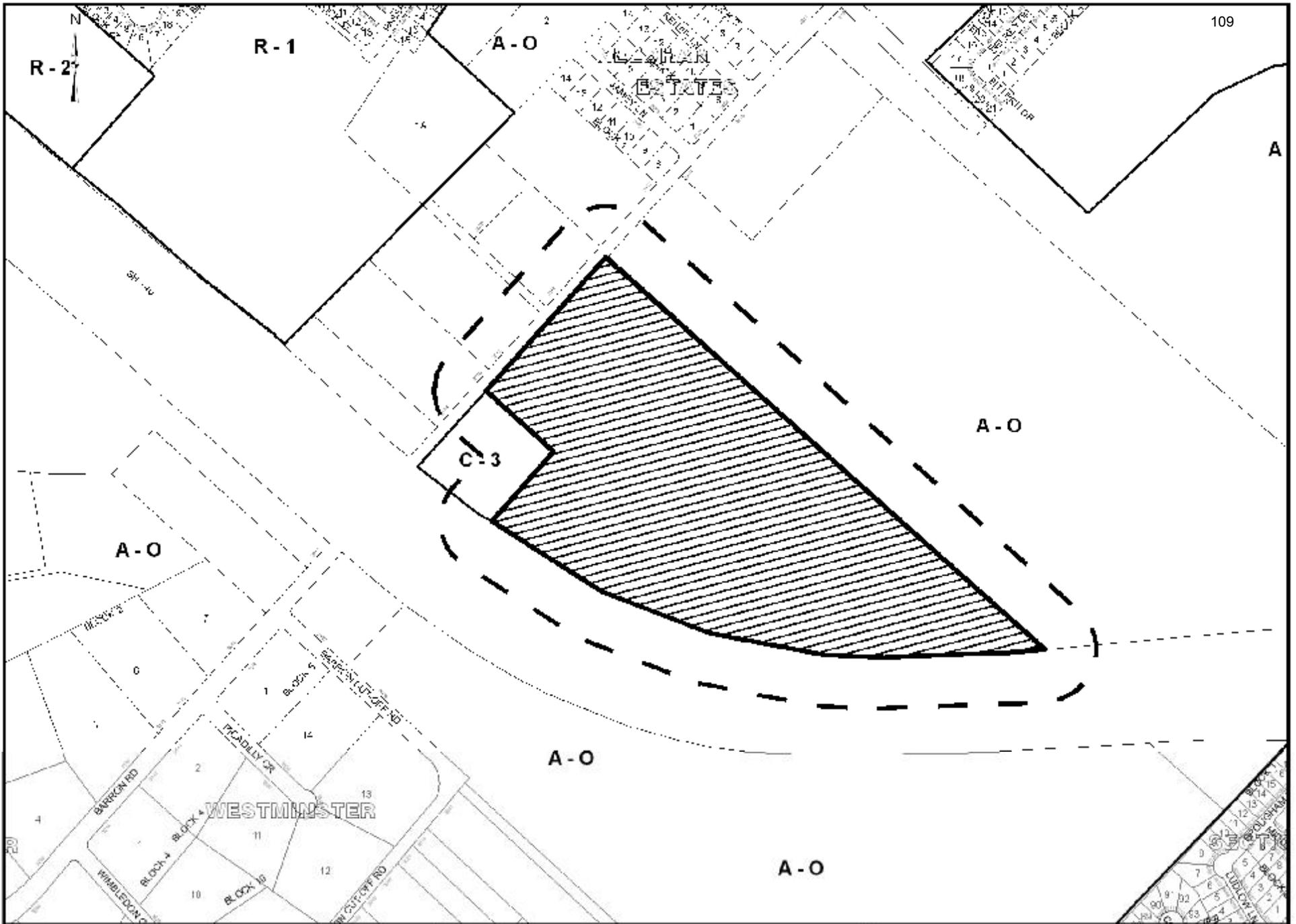
The rezoning request is in compliance with the Comprehensive Plan, and all minimum lot dimensions.

The subject property was annexed in 1995 and subsequently zoned to A-O (Agricultural Open). The property has not previously been platted. Recently, the City Council approved a rezoning for 3 acres of C-3 (Light Commercial) on May 25, 2006 at the southeast corner of Barron Road and State Highway 40.

Budget & Financial Summary:

Attachments:

1. Small Area Map (SAM) & Aerial
2. Infrastructure & Facilities
3. Zoning District Fact Sheet, R-1, Single Family Residential
4. Zoning District Fact Sheet, C-3, Light Commercial
5. P&Z Commission Draft Minutes, July 20, 2006
6. Ordinance



DEVELOPMENT REVIEW

SONOMA

Case:
06-500124

REZONING



DEVELOPMENT REVIEW

SONOMA

Case:
06-500124

REZONING

INFRASTRUCTURE AND FACILITIES

Water: The subject property is supported by a 18-inch water main which runs along the north side of Barron Rd. The Master Utility Plan illustrates a 24-in water main to be extended along SH 40.

Sewer: The Master Utility Plan illustrates a 15-in sanitary sewer main to be extended from the east and through the property.

Streets: The subject property is located at the intersection of State Highway 40 and Barron Road. Barron Rd. is shown as a minor arterial on the thoroughfare plan.

Off-site Easements: May be required for the extension of sanitary sewer.

Drainage: The subject property is located in the Spring Creek Drainage Basin, and will be required to meet all minimum standards set forth by the College Station Drainage Policy and Design Standards.

Flood Plain: None shown per FEMA FIRM Panel 205D.

Oversize request: None submitted at this time

Impact Fees: Spring Creek Sanitary Sewer, \$349.55 per living unit equivalent.

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

UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

C-3 Light Commercial

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 standard shall apply to this district: No C-3 zoning district, including adjacent C-3 zoning districts, shall exceed a combined total of five acres in area.

Permitted Uses:

- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Government Facilities
- Health Care Facility, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio, Gallery
- Day Care, Commercial
- Health Club/Sports Facility, Indoor
- Offices
- Parking as a Primary Use
- Printing / Copy Shop
- Radio/TV Station/Studios
- Retail Sales and Services
- Wireless Telecommunication Facilities -Unregulated

Permitted with Specific Use Standards:

- Dry Cleaners & Laundry
- Fuel Sales
- Restaurants
- Sexually Oriented Business
- Storage, Self Service
- Utilities
- Wireless Telecommunication Facilities -Intermediate

Permitted with a Conditional Use Permit:

- Wireless Telecommunication Facilities -Major



DRAFT MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, July 20, 2006, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Acting Chairman John Nichols, Bill Davis, Dennis Christiansen, Ken Reynolds and Marsha Sanford.

COMMISSIONERS ABSENT: Chairman Scott Shafer and Harold Strong.

CITY STAFF/CITY COUNCIL MEMBERS PRESENT: Planning Administrator, Molly Hitchcock, Staff Planners Jennifer Reeves and Lindsay Boyer, Graduate Civil Engineer Josh Norton, First Assistant City Attorney Carla Robinson, Information Services Representative Bryan Cook and Staff Assistant Lisa Lindgren

10. Public hearing, presentation, possible action, and discussion on a rezoning from A-O, Agricultural Open to R-1, Single Family Residential and C-3, Light Commercial consisting of one (1) lot on 41.16 acres located at 2755 Barron Road in the general vicinity of the southeast corner of the intersection of Barron Road and State Highway 40. **Case #06-500124 (LB/JN)**

Lindsay Boyer, Staff Planner, presented the rezoning and recommended approval.

Randy French, 4301 Clip Stone, College Station, Texas, spoke in favor of the rezoning.

Commissioner Sanford motioned to recommend approval of the rezoning to City Council. Commissioner Christiansen seconded the motion, motion passed (5-0).

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 7th day of August, 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 R-1, Single Family Residential, and shown graphically in Exhibit "B":

Proposed R-1 Zoning District
33.15 Acres

Being all that certain tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the 41.16 acre tract conveyed to BCS Development Company by Wayne A. Dunlap, et al by deed recorded in Volume 6231, Page 66, of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described as follows:

COMMENCING: at the north corner of the said 41.16 acre tract in the center of Barron Road (County Road, now in College Station, formerly known as Wellborn - Rock Prairie Public Road);

THENCE: S 44° 02' 45" W along the existing centerline of Barron Road for a distance of 144.39 feet to the POINT OF BEGINNING;

THENCE: through the interior of the said 41.16 acre tract for the following seven (7) calls:

- 1) S 48° 00' 05" E for a distance of 454.62 feet to the Point of Curvature of a curve to the left,
- 2) 115.42' feet along the arc of said curve having a central angle of 19° 27' 01", a radius of 340.00 feet, a tangent of 58.27 feet and a long chord bearing S 57° 43' 35" E at a distance of 114.87 feet to the Point of Tangency,
- 3) S 67° 27' 05" E for a distance of 99.95 feet to the Point of Curvature of a curve to the right,
- 4) 405.15 feet along the arc of said curve having a central angle of 38° 06' 30", a radius of 609.14 feet, a tangent of 210.39 feet and a long chord bearing S 48° 25' 31" E at a distance of 397.72 feet to the Point of Tangency,
- 5) S 29° 23' 57" E for a distance of 176.60 feet,
- 6) 67.18 feet in a counter-clockwise direction along the arc of a curve having a central angle of 28° 08' 23", a radius of 136.79 feet, a tangent of 34.28 feet and a long chord bearing N 56° 37' 49" E at a distance of 66.51 feet to the Point of Tangency and
- 7) N 44° 08' 53" E for a distance of 38.11 feet to the northeast line of said 41.16 acre tract;

THENCE: S 46° 02' 08" E along said northeast line for a distance of 545.63 feet to the Point of Curvature of a curve to the right.

THENCE: through the interior of the said 41.16 acre tract for the following twelve (12) calls:

- 1) 218.63 feet along the arc of said curve having a central angle of 250° 31' 44", a radius of 50.00 feet, a tangent of 70.71 feet and a long chord bearing S 79° 13' 44" W at a distance of 81.65 feet,
- 2) S 44° 07' 32" W for a distance of 103.33 feet,
- 3) N 46° 02' 08" W for a distance of 360.00 feet,
- 4) N 43° 57' 52" E for a distance of 120.00 feet,
- 5) N 46° 02' 08" W for a distance of 56.08 feet to the Point of Curvature of a curve to the left,

- 6) 35.59 feet along the arc of said curve having a central angle of 81° 33' 30", a radius of 25.00 feet, a tangent of 21.56 feet and a long chord bearing N 86° 48' 53" E at a distance of 32.66 feet to a Point of Reverse Curvature,
- 7) 72.60 feet along the arc of said curve having a central angle of 18° 05' 04", a radius of 230.00 feet, a tangent of 36.60 feet and a long chord bearing S 61° 26' 54" W at a distance of 72.29 feet,
- 8) S 15° 12' 12" E for a distance of 401.85 feet,
- 9) S 84° 24' 58" E for a distance of 104.65 feet,
- 10) S 04° 31' 06" E for a distance of 92.20 feet,
- 11) 105.03 feet in a clockwise direction along the arc of a curve having a central angle of 120° 21' 19", a radius of 50.00', a tangent of 87.23 feet and a long chord bearing S 34° 20' 26" E at a distance of 86.76 feet and
- 12) S 18° 10' 20" E for a distance of 156.79 feet to the north right-of-way line of State Highway 40 (width varies at this location);

THENCE: along the northerly line of said State Highway No. 40 for the following five (5) calls:

- 1) N 89° 47' 15" W for a distance of 43.17 feet,
- 2) N 85° 47' 30" W for a distance of 240.64 feet,
- 3) N 76° 55' 03" W for a distance of 478.52 feet,
- 4) N 66° 38' 47" W for a distance of 475.48 feet and
- 5) N 55° 16' 58" W for a distance of 532.93 feet for corner;

THENCE: leaving said State Highway No. 40 right-of-way and continuing along the westerly boundary of said 41.16 acre tract for the following two (2) calls:

- 1) N 44° 02' 45" E for a distance of 381.68 feet and
- 2) N 45° 57' 15" W for a distance of 400.01 feet to the center of the existing pavement of Barron Road;

THENCE: N 44° 02' 45" E along the existing center of the pavement of Barron Road, same being the northwest line of the beforementioned 41.16 acre tract, for a distance of 588.98 feet to the POINT OF BEGINNING, containing 33.15 acres of land, more or less.

The following property is rezoned from A-O, Agricultural Open to C-3, Light Commercial, and shown graphically in Exhibit "B":

**Proposed C-3 Zoning District
0.78 Acres**

Being all that certain tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the 41.16 acre tract conveyed to BCS Development Company by Wayne A. Dunlap, et al by deed recorded in Volume 6231, Page 66, of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described as follows:

BEGINNING: at the most southeasterly corner of the said 41.16 acre tract, said corner also being in the northerly right-of-way line of State Highway No. 40 (width varies at this location);

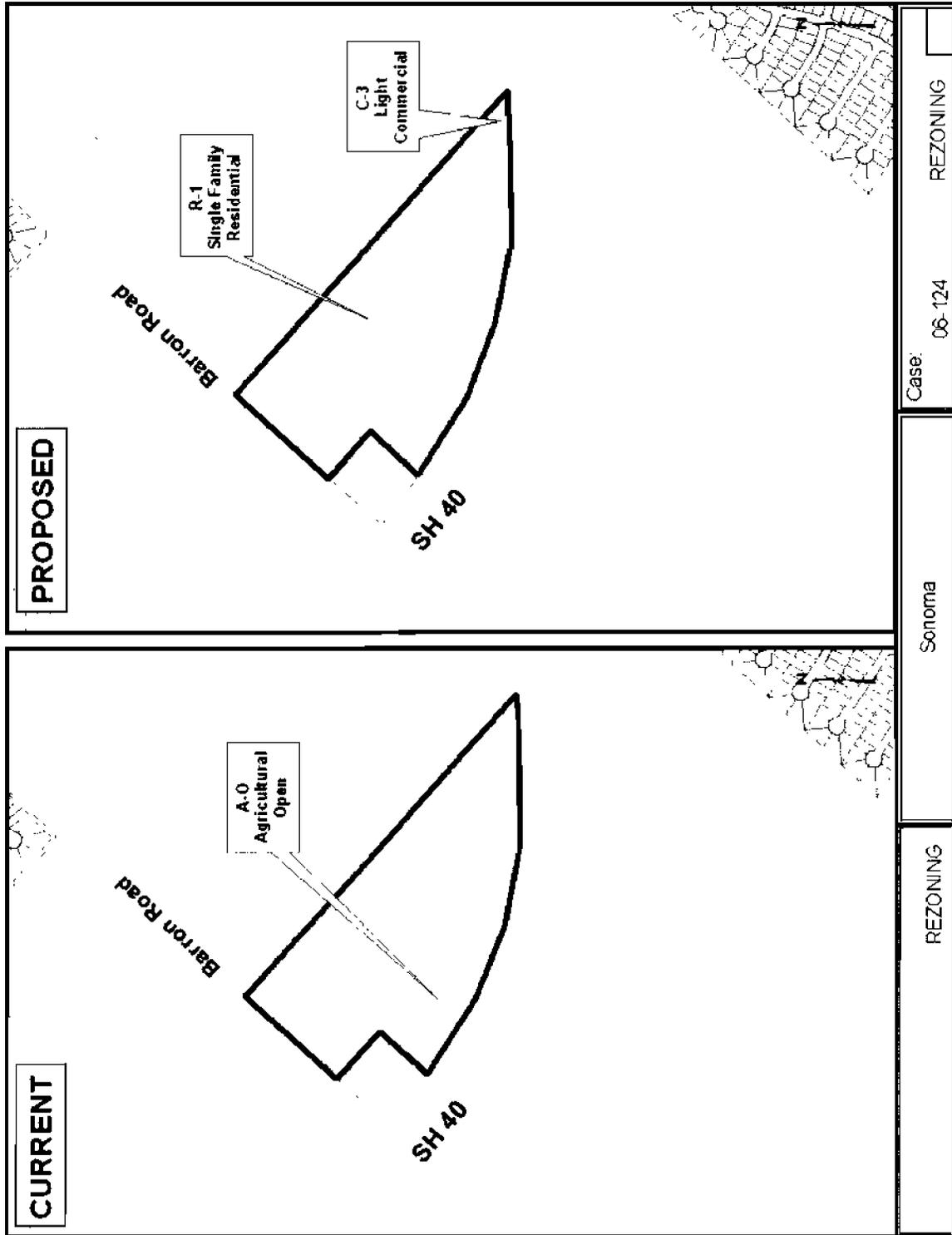
THENCE: along the northerly line of the said State Highway No. 40 for the following two (2) calls:

- 1) S 87° 26' 58" W for a distance of 145.15 feet and
- 2) N 89° 47' 15" W for a distance of 221.28 feet;

THENCE: N 43° 57' 52" E leaving said State Highway No. 40 and through the interior of the said 41.16 acre tract for a distance of 258.34 feet for corner in the northeast line of the said 41.16 acre tract;

THENCE: S 46° 02' 08" E along said line of the 41.16 acre tract for a distance of 259.73 feet to the POINT OF BEGINNING, containing 0.78 acres of land, more or less.

EXHIBIT "B"



REZONING	Sonoma	Case: 06-124	REZONING
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**August 7, 2006
Regular Agenda
Rock Prairie Road 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 ordinance amending the Comprehensive Plan for 7103 Rock Prairie Road consisting of 1 lot on 5.01 acres in the general vicinity of the intersection of Bradley Road and Rock Prairie Road from Single Family Residential, Low Density to Retail Neighborhood.

Recommendation(s): The Planning and Zoning Commission heard this item on July 20, 2006 and recommended denial of the request (by virtue of a failed vote to recommend approval). Staff is also recommending denial.

Summary: Item Summary: This item is for consideration of an amendment to the Land Use Plan for a vacant tract of land on the east side of Rock Prairie Road just south of Bradley Road. The surrounding area is largely undeveloped, or developed as rural residential. The subject property is designated as a combination of Single-Family Residential, Low Density and Park on the Land Use Plan. The Thoroughfare Plan shows Rock Prairie Road as a Major Arterial in this area.

The subject property is five acres in size and ranges between 488 and 690 feet in depth. While these distances meet the recommended depth for commercial property, the property does not comply with the City's development policies regarding locating at intersections, and proximity to the neighborhoods which it would serve. Additionally, commercial build-out for the Comprehensive Plan is based on residential densities proposed for the area. There has been no significant increase in the density of development in this area, therefore, a change to the Comprehensive Plan is not warranted at this time. Furthermore, Staff believes that there is adequate land planned for retail uses to serve the current and future neighborhoods in the area.

A portion of the property (southwest corner) is identified for Park on the Comprehensive Plan. No changes are being proposed for this portion of the property.

The subject property was annexed in 1983 and subsequently zoned A-O, Agricultural Open, which it has retained since then. The Single Family Residential, Low Density was placed on the subject property with the adoption of the 1997 Comprehensive Plan.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) & Aerial
2. P&Z Commission Draft Minutes, July 20, 2006
3. Ordinance

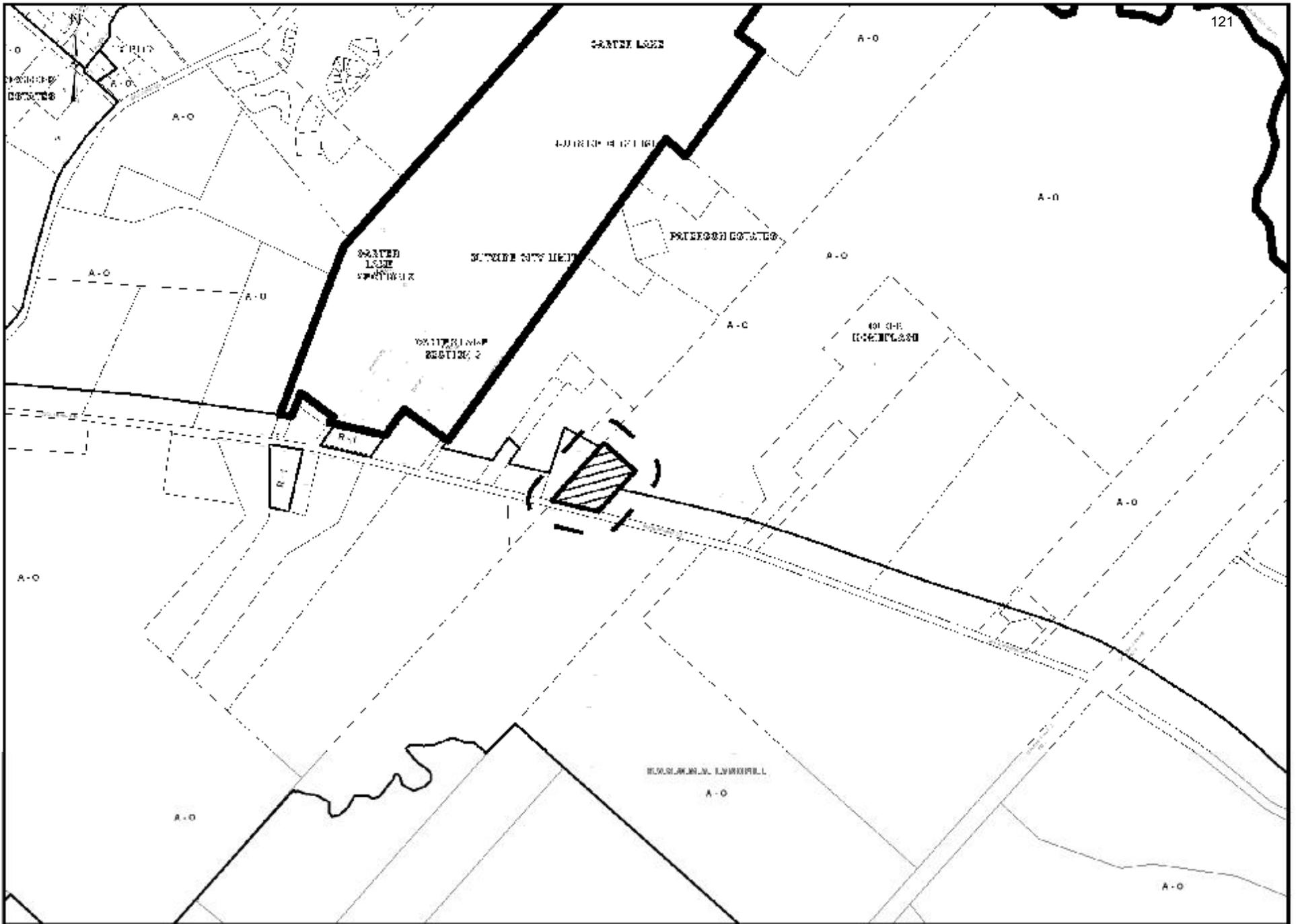


DEVELOPMENT REVIEW

7103 ROCK PRAIRIE RD

Case:
06-500119

COMP
PLAN



DEVELOPMENT REVIEW

7103 ROCK PRAIRIE RD

Case:
06-500119

COMP
PLAN



DRAFT MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, July 20, 2006, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Acting Chairman John Nichols, Bill Davis, Dennis Christiansen, Ken Reynolds and Marsha Sanford.

COMMISSIONERS ABSENT: Chairman Scott Shafer and Harold Strong.

CITY STAFF/CITY COUNCIL MEMBERS PRESENT: Planning Administrator, Molly Hitchcock, Staff Planners Jennifer Reeves and Lindsay Boyer, Graduate Civil Engineer Josh Norton, First Assistant City Attorney Carla Robinson, Information Services Representative Bryan Cook and Staff Assistant Lisa Lindgren

9. Public hearing, presentation, possible action, and discussion on a Comprehensive Plan Amendment for 7103 Rock Prairie Road consisting of 1 lot on 5.01 acres in the general vicinity southeast of the intersection of Bradley Road and Rock Prairie Road from Single Family Residential, Low Density and Park to Retail Neighborhood. **Case #06-500119 (LB)**

Lindsay Boyer, Staff Planner, presented the item.

John Fedora, 4414 Willow Ridge Drive, College Station, Texas, spoke in favor of the item.

Linda Praytor and Arlene Holiday, College Station, Texas, spoke in opposition of the item.

Commissioner Davis motioned deny the Comprehensive Plan Amendment. There was not a second to this motion.

Commissioner Sanford recused herself from the item.

Commissioner Christiansen motioned to recommend approval of the Comprehensive Plan Amendment. Commissioner Reynolds seconded the motion, motion failed (2-2-1). Commissioner Christiansen and Reynolds voted in favor of the motion; Acting Chairman Nichols and Commissioner Davis voted in opposition of the motion; Commissioner Sanford recused herself from the vote.

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 BRADLEY ROAD AND ROCK PRAIRIE ROAD, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That 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 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 7th day of August, 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

ORDINANCE NO. _____

Page 2

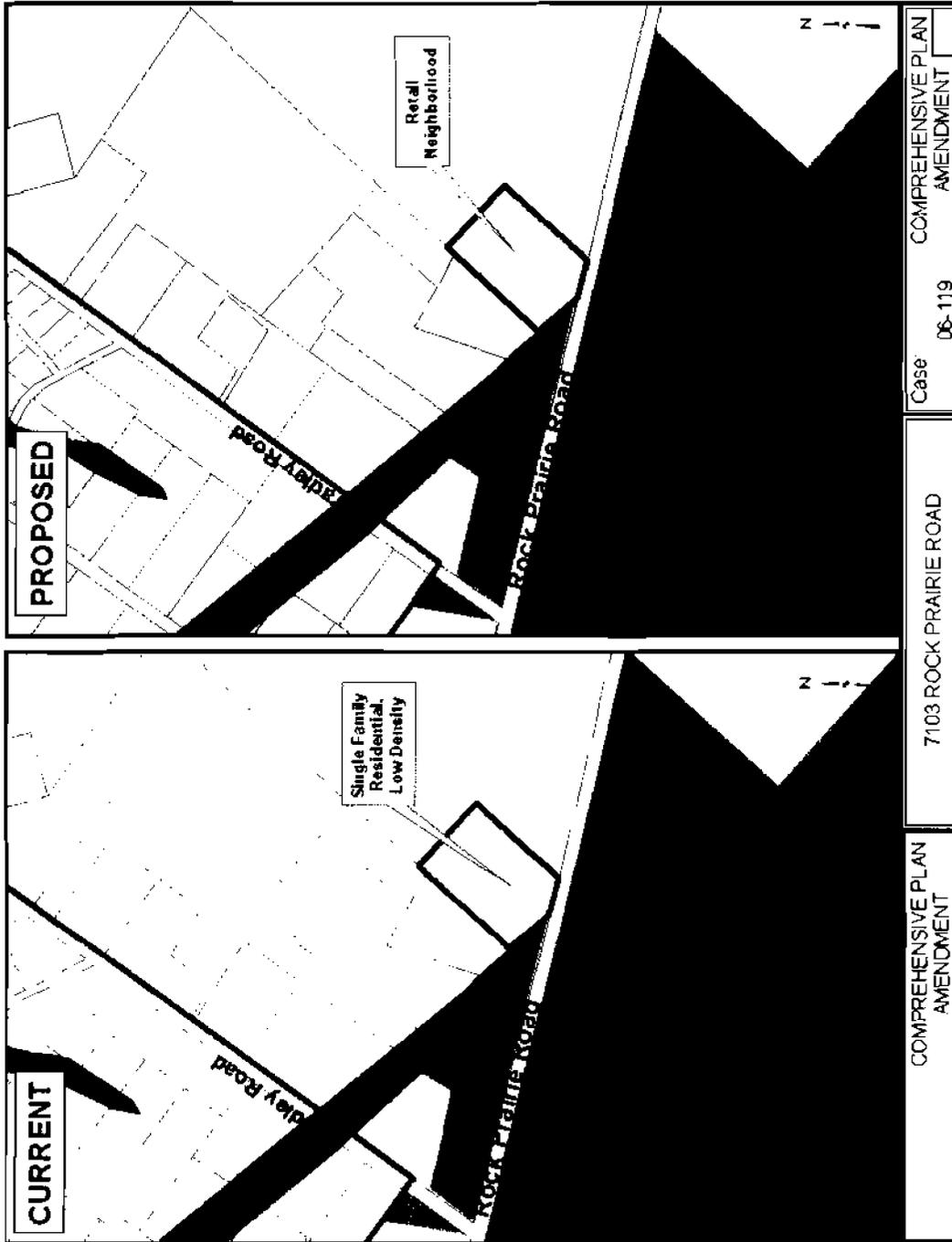
EXHIBIT "A"
AMENDED AREA OF
COLLEGE STATION LAND USE MAP

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 5.01 acres generally located southeast of the intersection of Bradley Road and Rock Prairie Road is amended from Single Family Residential, Low Density to Retail Neighborhood, as shown on the attached Exhibit "B".

ORDINANCE NO. _____

EXHIBIT "B"



**August 7, 2006
Regular Agenda Item
Comprehensive Plan Contract**

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action and discussion regarding the approval of a contract for consulting services (Contract #06-166) with Kendig Keast Collaborative for the preparation of Phase I of a new Comprehensive Plan, in the amount of \$93,985.

Recommendation(s): Staff recommends the approval of the attached contract for consulting services by Kendig Keast Collaborative (KKC) for Phase I of the Comprehensive Plan.

Summary: Phase I of the Comprehensive Plan update includes the creation of 'A Goals and Policies Report,' including the overall goals and objectives of the Comprehensive Plan, as well as the goals and policies relating to land use and development, urban growth, and transportation.

The Phase I work tasks include the review of our current plans, policies and small area studies, field research to assess existing conditions, identification of community issues through public participation, and a community survey.

Funding for Phase II is being requested as part of the FY 07 budget process.

Budget & Financial Summary: The total cost of Phase I of the Comprehensive Plan update is \$93,985. \$75,000 was approved for Phase I as part of the FY '06 budget. The cost for completion of the Economic Development portion of Phase I is \$7,500; staff will pursue a contingency transfer to cover this amount. The remaining \$11,485 needed to cover the cost of additional focus group meetings and a community survey requested by planning staff will be funded from salary savings from the Planning & Development Services' current fiscal year budget.

Attachments:

1. Firm Profile
2. Contract



Firm Profile

Kendig Keast Collaborative (KKC) was formed as Lane Kendig, inc. in December 1982, and recently renamed to reflect the collaboration of Lane H. Kendig and Bret C. Keast, AICP. As President, Lane directs a highly qualified staff in the provision of planning services in the areas of comprehensive planning, growth management, zoning and land use regulations, development impact analysis, parks and recreation master planning, land planning, planning software applications, and administration. The firm is proud of its reputation for providing clients with highly customized and responsive approaches to innovative yet viable planning solutions. The unique approach and planning process used by KKC is grounded in the encouragement of meaningful public participation, a clear understanding of planning issues and implementation options, and a direct linkage between plans and ordinances to ensure that work products are politically feasible and thoroughly implementable.

Depth of Experience

Lane H. Kendig, President, has more than 35 years of experience in planning and growth management. He has successfully worked for regional agencies, counties, cities, and towns of all sizes and planning environments. As a result of his years of government service, Mr. Kendig is intimately aware of the issues that confront local officials when they face complex and difficult planning issues. Performance zoning, for instance, was conceived and developed by Lane for Bucks County in response to suburban growth problems that were not adequately managed by conventional zoning. (*Performance Zoning*, American Planning Association, 1980.)

Bret C. Keast, AICP, Vice President, joined the firm in 2003 as a principal and partner with Mr. Kendig. Bret has 17 years of experience in the public and private sectors having worked for a regional council of governments in Central Iowa (1989-90), the City of Olathe, Kansas (1990-95), and Wilbur Smith Associates (1995-03). Bret's practice has focused on comprehensive planning, land development ordinances, land use and transportation studies, parks and recreation master plans, special area plans, plan implementation, and public facilitation. Bret is co-author of *Meeting Procedures and Liability Issues for Public Officials*, published in the [Guide to Urban Planning in Texas Communities](#). He has also made presentations at four National APA conferences as well as numerous state and regional planning conferences and workshops. Bret has been recognized each year since 1997 with statewide and local awards for outstanding plans and projects.

Mac Birch, Principal, has worked on over 40 projects over the past 12 years with KKC. He is an accomplished planner and recognized leader and innovator in the creation and use of computer software applications. Since 1992, he has been responsible for the development and support of three specific, internet-based planning software products: RapidRegs[™] "Computerized Zoning Ordinance" which has

been installed in 25 communities across the nation (including Chicago, Milwaukee, San Francisco, Houston, and Hilton Head Island); SAVFS™, an integrated mapping and modeling software package, and AppTRAK™, an internet based system for monitoring the issuance, inspection and reporting of land use and building permits.

Sarah Pearson, Associate Planner, joined Kendig Keast Collaborative as an Associate Planner after . Sarah contributes to KKC her experience working in public and private sector organizations. Her strength lies in the range of projects that she has worked on which have required strong problem/issue identification and analytical skills, expertise in strategy development, and excellent communication skills.

Jonathon Grosshans, Associate Planner, joined Kendig Keast Collaborative, as an Associate Planner following several years of community planning experience in the municipal and non-profit sectors. Jon adds experience related to university master plans and waterfront planning, with an emphasis on transportation and design. He also brings his technical experience with Geographic Information Systems, computer modeling, and graphic web production design. His areas of focus include comprehensive planning, development codes and standards, and graphic design.

Services

Kendig Keast Collaborative provides planning staff for the Illinois suburbs of Barrington Hills, Indian Creek, Lake Villa, and Long Grove. These communities range from low-density, residential communities protective of their environments to rapidly developing and mature suburbs having a full range of employment and commercial/residential areas. KKC was retained by these communities because it provides clear, concise, timely, and thoroughly professional development review. In addition, the firm conducts major planning, zoning, and other special studies for these clients.

The firm also provides its clients with innovative solutions to unique (and not so unique) problems. Ordinance revisions, special studies, and updates to planning documents are other services provided by the firm. For example, working with private developers in Illinois, Lane is at the forefront of "conservation developments," a strategy that can bind developers to site specific plans without the burden of conditional approvals. Such work has kept him as a leader of contemporary planning, zoning, growth management, and computer applications in planning.

Identification of a community's character and the institution of design controls to achieve a desired visual integrity are other areas in which KKC is a leader. The firm has developed an advanced technique for community character analysis that has now been used in a wide variety of jurisdictions across the nation. The firm has a number of computer programs that address complex zoning and landscape issues, impact analysis, transportation, and non-point source pollution issues. In particular, the firm is the developer of computerized zoning ordinance software *Zoning Plus* and a land use scenario modeling program known as Strategic Analysis: Vision Evaluation System (SAVES) that links an easily updated map with impact analysis.

Locations

The locations of our offices include the corporate office in **Chicago, Illinois**, and offices in **Sturgeon Bay, Wisconsin**, and **Sugar Land, Texas**. Our corporate office is centrally located to provide convenient access to clients across the nation. The firm's accounting system is centralized to ensure accurate and timely invoicing and account management. While all of the offices maintain a full array of technical and staff resources, they utilize firm-wide resources to provide complete professional services.

Technology and Innovation

Innovation is our forte. The firm prides itself in its "leading edge" approach to crafting innovative yet practical planning solutions. Lane continues to be one of the nation's respected authorities on the forefront of the planning profession. He is the author of *Performance Zoning* (American Planning Association, 1980) and has written numerous articles for *Land Use Law and Zoning Digest*, *Planning Magazine*, *Naturescape Magazine*, *Urban Land*, and *The Urban Lawyer*. Bret is co-author of *Meeting Procedures and Liability Issues for Public Officials*, published in the *Guide to Urban Planning in Texas Communities*. He is also on the forefront of educating citizens and public officials through regional workshops and national conference presentations.

The firm has several proprietary computer applications, including the Computerized Zoning Ordinance (CZO), Strategic Analysis: Vision Evaluation System (SAVES), and AppTrack (applications tracking software). These applications have been installed in a variety of government settings throughout the nation. Each application is fully customizable to meet the unique, individual needs of our clients.

Awards and Recognition

Lane H. Kendig, President, and Bret C. Keast, Vice President, have been recognized for quality results in plan making, code drafting, and land design. The firm has received awards from the national organization of the American Planning Association (APA), state chapters of APA, the National Association of Counties, and the Best in American Living Award from the National Homebuilders Association, *Better Homes and Gardens*, and *Professional Builder* magazines. These awards exemplify the firm's commitment to quality results that exceed the expectations of their clients and merit recognition for their innovativeness, comprehensiveness, and successful outcomes. Their awards include:

National Awards

- **Loudoun County, Virginia General Plan, Comprehensive Planning: Small Jurisdiction, American Planning Association National Award, 1994.**
- **New Castle County, Delaware, Comprehensive Plan, National Association of Counties, 1988.**
- **Lake County, Illinois, Natural Resources Plan and Zoning, National Association of Counties, 1979.**
- **The Fields of Long Grove (160-acre residential development), Best in American Living, National Homebuilders Association, Better Homes and Gardens, and Professional Builder magazines.**

State and Local Awards

- **Rosenberg Parks and Recreation Master Plan, Houston Section, American Planning Ass'n, 2004**
- **Nacogdoches Comprehensive Plan Update, Texas Chapter, American Planning Association, 2003**
- **Kerrville, Texas "LINK to the Future" Comprehensive Plan, Texas Chapter, American Planning Association, 2002**
- **Bastrop, Texas Comprehensive Plan, Texas Chapter, American Planning Association, 2001**
- **Lockhart, Texas 2020 Comprehensive Plan, Professional Planning Award, Central Texas Section, American Planning Association, 2000.**

- Starr County Comprehensive Colonia Study and Plan, Honorable Mention Award, Texas Chapter, American Planning Association, 2000.
- Bryan, Texas Comprehensive Plan Update and Municipal Annexation Plan, Community of the Year, Texas Chapter, American Planning Association, 2000.
- New Braunfels, Texas New Millennium Plan, Texas Chapter, American Planning Association, 1999.
- Sugar Land, Texas Comprehensive Zoning Study, Texas Chapter, American Planning Association, 1998.
- Harlingen, Texas Vision 2020 Comprehensive Plan, Texas Chapter, American Planning Association, 1997.

Publications

- **Too Big, Boring, or Ugly: Planning and Design Tools to Combat Monotony, the Too-big House, and Teardowns**, American Planning Association, PAS Report Number 528, 1995.
- **Performance Zoning**, Lane Kendig, et al. Planners Press, Chicago, Illinois, 1980.
- **Performance Zoning**, Bucks County Planning Commission, 1973. Revised and reprinted, 1976.
- **"Traffic Sheds, Rural Highway Capacity, and Growth Management,"** with Stephen Tocknell, American Planning Association, Planning Advisory Service, Report Number 485, March 1999.
- **"Computerized Zoning: The Future Is Now,"** with Brian Blaesser, Land Use Law and Zoning Digest, American Planning Association, April 1996, (Vol. 48, No. 4).
- **"Meeting Procedures and Liability Issues for Public Officials,"** Guide to Urban Planning in Texas Communities, 1996.
- **"Tomorrow's Planning Tools Today,"** with Marc Mylott, Z Management Ideas, Zucker Systems' Management Info Services, July 1995 (Issue 31).
- **"Stop the Insanity!"** Land Use Law and Zoning Digest, American Planning Association, January 1995, (Vol. 47, No. 1).
- **"Pipe Dreams,"** Planning, American Planning Association, June 1989.
- **"Performance Zoning for Sensitive Land in Queen Anne's County, Maryland,"** Urban Land, August 1988.
- **New Standards for Nonresidential Uses**, American Planning Association, PAS Report Number 405, 1987.
- **"Why Consider Fishing in Urban-Suburban Planning,"** Urban Fishing Symposium Proceedings, The American Fisheries Society, 1984.
- **"Performance Guaranties,"** Land Use Law and Zoning Digest, February 1983, Vol. 35, No. 2.
- **"Designer's Notebook,"** Nature Scape, Sep. 1981, Nov. 1981, Jan. 1982, May 1982.
- **"Developers and Performance Zoning,"** Urban Land, January 1982, (Vol. 41, No. 1).
- **"Performance Zoning - An Alternative to Euclidian Zoning,"** Planning 1977.
- **"TDR - a Pragmatist's View,"** The Urban Lawyer, Summer 1977, (Vol. 9 No. 3).
- **"Carrying Capacity as a Planning Tool,"** Urban Land, December 1977.
- **"Community Planning: A Retrospective Evaluation,"** Bucks County Planning Commission, 1975.

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Kendig Keast Collaborative (KKC)**, a Texas Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for Consulting Services for the Comprehensive Plan Update (the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed Ninety Three Thousand Nine Hundred Eighty-Five and NO/100 Dollars (\$93,985).

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City's Project Manager. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 1.03 of this Contract to more than **Fifty Thousand Dollars (\$50,000.00)**. Changes in the scope which would require an expenditure by the City of more than **Fifty Thousand Dollars (\$50,000.00)** shall be approved in advance by the City Council. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 1.03 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**

1.05 Except as provided in Article VI hereinbelow, the Contractor shall complete all of the work described in Exhibit "A" by the dates set forth below.

-Phase I services will be complete by March 2007, assuming contract execution and project initiation in August 2006.

1.06 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.07 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

1.09 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the

Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

4.01 Indemnification. Contractor agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of, or in connection with the work done by Contractor under this Contract. In the event of personal injury to or death of Contractor' employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City. Such indemnity shall not apply, however, to liability arising from the personal injury, death, or property damage of persons other than the Contractor or its employees where such liability is caused by or results from the negligence of the City.

4.02 Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and regardless of whether such loss, damage, injury, or death was caused in whole or in part by the negligence of the City.

ARTICLE V Insurance

5.00 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "C"**.

ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE VII

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

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

City:
 City of College Station
 Attn: Jennifer Prochazka
 P.O. Box 9960
 College Station, Texas 77842

Contractor:
 Kendig Keast Collaborative (KKC)
 Attn: Bret C. Keast
 514 Brook Street
 Sugar Land, TX 77478
 (281)242-2960

7.03. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

7.04 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

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

7.06 This Contract and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City.

7.07 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7.08 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

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

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

KENDIG KEAST COLLABORATIVE

CITY OF COLLEGE STATION

By: Bret C. Keast
Printed Name: BRET C. KEAST
Title: VICE PRESIDENT
Date: 7/11/06

By: _____
Ron Silvia, Mayor
Date: _____

ATTEST:

Connie Hooks, City Secretary

Date

APPROVED:

Glenn Brown, City Manager

Date

Carla A. Robinson

Carla A. Robinson
City Attorney

Date

Jeff Kersten, Chief Financial Officer

Date

Exhibit "A"

Scope of Services

The College Station Comprehensive Plan will be written with the user – elected and appointed officials, City staff, landowners and developers, and citizens – in mind. In other words, it will focus its attention on the key issues in the community, including those that exist today and those that are expected to emerge in the future. The emphasis of the plan will be to provide the guidance necessary for the community leaders to make informed, rational decisions. While many plans are general (and often times too general to serve their purpose) so as to accommodate the uncertainty of a changing future, the College Station Comprehensive Plan will be sufficiently general yet firm in direction and deliberate in action.

Implementation will be emphasized throughout the plan development process. The plan will move beyond the typical goals and objectives to include specific recommendations to address community issues. Plan concepts and proposals will be tested along the way to make sure that there is a public acceptance and political will to implement and administer them. Without an effective implementation framework, the plan will not succeed in its purpose or merit the daily guidance that it is intended to provide.

Staff Expectations

Our priority is to establish a sound working relationship with the staff and leadership of the City. It is our goal to be viewed and to function as an extension of the local organizations, working seamlessly as a project team. The outcome of the process is reliant, in part, upon the involvement of City staff, including those working directly on the plan development process as well as those who will be responsible for its ultimate implementation. Our expectations of the City for providing assistance and direction throughout the duration of the processes for the Comprehensive Plan are as follows:

- Identify a single individual as the City's Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and Consultant personnel, resources, and capabilities.
- Provide all available data, maps, air photos, previous reports/plans/studies, and other information that is available to the City in digital format and is pertinent and necessary for development of each plan element. Prompt compilation and delivery of such resource materials to the consultant is an essential prerequisite for initiation of the Comprehensive Plan process and timely progress on various initial study tasks. The City will reproduce all materials such that they will not require return upon project completion.
- Based upon guidance provided by the Consultant, make contacts with agencies and organizations for data collection and coordination purposes, obtain necessary data and electronic maps, arrange meetings as needed, and make these entities aware of the comprehensive planning process.
- Ensure that key City personnel, advisory board members, and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and

offer opinions, insights, and suggestions that are necessary for development of the various plan elements. This will include potential formal or informal meetings and briefings with City Council as specified in this Scope of Services.

- Immediately upon project initiation, the City will provide a detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources, such as the Brazos County Appraisal District. Availability of a workable base map is an essential prerequisite for initiation of the Comprehensive Plan process and timely progress on various initial study tasks.
- Reproduce and forward each draft project submittal provided via E-mail by the consultant to each CPAC member and key City staff members. In addition, each draft deliverable will be provided to the City Council for courtesy review and discussion as the plan update process proceeds. An item should be added to the Planning Commission and City Council agendas throughout the duration of the comprehensive planning process to provide ongoing discussion opportunities for the Commission and Council and to allow for overall direction of the plan update. City staff will be responsible for providing briefings to the Commission and Council at regular intervals throughout the process.
- Conduct public information activities in conjunction with major public meetings and other fitting project milestones. The City will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and project information and updates on the City's Internet home page.
- Use the City's Web page to disseminate information and inform, update and educate the public about the ongoing comprehensive planning process. The consultant will provide already-completed Microsoft Word documents or ArcView GIS maps in an Adobe *.pdf format, which can be easily integrated into the City's Webpage.
- Organize, appoint, and provide administrative support for the CPAC. One or more members of Planning & Zoning Commission and City Council should be included for liaison and tracking purposes throughout the project. The City's support services will include arranging meeting locations, preparing and distributing meeting notices, and preparing and reproducing agendas and other handouts. The City will also provide three-ring binders with section dividers for all CPAC members, involved City officials and staff, and others as needed for purposes of organizing and maintaining project materials throughout the process. The project notebooks should include rosters and contact information for members of the CPAC, Planning & Zoning Commission and City Council as well as key City staff plus the C detailed project schedule. The consultant will be responsible for presentations and preparation of necessary handouts or graphic aids for all meetings. The consultant will provide one (1) reproducible original of any handouts or other meeting or notebook materials for reproduction and distribution by the City.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in this Scope of Services, including adequate setup for presentations (sound system, screen or white wall, reduced lighting). The City's support services will include providing public and news media notification of public meetings, producing/mailling/distributing notices, preparing and reproducing agendas and other handout materials, providing sign-in sheets and otherwise documenting meeting attendance and

providing refreshments. The consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings. The City will also be responsible for inviting members of City Boards and Commissions and representatives of other key agencies and community organizations to attend public meetings related to the plan update process.

- Commit the necessary resources to adequately prepare for and promote the Citizens' Congress to ensure significant attendance, participation, and media coverage. The City might consider inviting other key community organizations to co-sponsor or "co-host" the event and provide further logistical support. The City's responsibilities will include securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting), creation and distribution of promotional posters and/or flyers, preparing and distributing any other public information materials, publicizing the event through informal networks and "word of mouth" means, encouraging major businesses and institutions to highlight the event on high-profile marquee signs and message boards, making arrangements for snacks/beverages and entertainment (school choir or orchestra, local musician, etc.), providing greeters and City staff or volunteers to staff a sign-in table, assigning City staff to assist with any planned small-group breakout sessions, arranging for City officials to welcome attendees and provide brief opening remarks, inviting any guest speakers as needed, arranging one or more door prizes (optional), and reproducing a program/agenda for the event to include an insert or "tear-off" form for submitting written comments and ideas. KKC will provide a checklist and other guidance and sample materials based on its experience in conducting and facilitating many similar events in other communities.

Project Schedule, Reporting and Trips

KKC will work with City staff to develop a workable and detailed project schedule for the Comprehensive Plan that ensures steady progress and prompt results while assuring adequate time for citizen and stakeholder involvement and meaningful review and comment prior to formal public hearings and adoption procedures. Phase I services will be complete by February 2007, assuming contract execution and project initiation in July 2006.

KKC will provide monthly progress reports to the City, which will describe the project status and document significant work accomplished and activities scheduled for the next progress report period. As per the project schedule, the Project Manager will provide a mid-point briefing to the City Council as to the status of the plan and its proposals.

Final Deliverables

- KKC will provide deliverables at the conclusion of each task of the Comprehensive Plan project. These deliverables will facilitate Comprehensive Plan Advisory Committee (CPAC) working meetings, periodic releases of information to the media and public, and the orderly completion of the project. All interim project deliverables will be provided to the City in Adobe PDF format for reproduction and distribution to the CPAC, Planning Commissioners, City Council, and appropriate City staff members. The electronic versions will also be suitable for posting on the City's Webpage.

- ♦ Electronic files on compact disk for all Phase I documents in their original format (in Microsoft Word, Adobe PDF and ESRI compatible formats), which would include all supporting graphics, tables, illustrations, maps, and other elements of Phase I.

Phase I

The first phase will focus on the overall vision and policy guidance, which will be gained through the input of and interaction with the community. This phase will also include a sufficient amount of background and analysis so as to allow the Consultant Team to become familiar with the conditions and characteristics of the community and its planning area.

Phase I Background, Vision and Policy Formulation

Task 1 – Review of Existing Plans, Reports, Studies, Maps, and Relevant Planning Data

The first step in the process will be to perform an initial collection and analysis of related planning documents and other information to be used throughout the duration of the project. KKC is interested in gathering and reviewing all relevant local, county, regional and state plans, previous studies impacting the City and its planning area, data and information maintained by the City such as numbers of building permits and all available mapping. This information will form a resource library for the Consultant Team to use at applicable points throughout the process.

Task 2 – Review of the 1997 Comprehensive Plan

The 1997 Comprehensive Plan and other significant studies and plan documents will be valuable sources of information that will be used in the creation of the new plan document. The earlier plan and each of the other documents will be useful in gaining an understanding about the community's history, its planning practices, and its intended future. Specifically, items such as the pattern of growth, outlying development, historic demographic and economic data, population trends and projections, documentation of existing facilities and services, goals and policy guidelines, identification of improvement needs and implementation recommendations will be used in forming the basis for the new Comprehensive Plan. Documents of this nature are telling of the community's values and expectations for its future. For this reason, any policy guidance or recommendations that continue to warrant consideration will be carried forward into the new plan.

Task 3 – Field Reconnaissance and Existing Conditions Assessment

To gain an essential understanding of the conditions and characteristics of the community, KKC will conduct an initial phase of field reconnaissance and existing conditions assessment. This initial phase will be expanded upon during Phase II of the project. The Phase I analysis will include the following:

1. Use and verification of the City's most recent existing land use inventory. This will include field verification to ensure sufficient accuracy and appropriate classification of land uses.

2. Advanced analysis of the existing land use data to evaluate the character of development, which will still relate to the use of land but distinguish its physical character due to the density and intensity of use, etc.
3. Gather and analyze data on key economic indicators to develop a picture of the current economic conditions.
4. Review and familiarity with the existing transportation system, including streets, trails and sidewalks, and public transportation.
5. Familiarity with the system of parks and greenways.

Task 4 – Community Issues Identification

Public participation is an essential part of preparing a Comprehensive Plan to ensure that the plan reflects the values and priorities of the City and its residents. A broad cross-section of citizens (including those involved in local organizations, representatives from local and regional coordinating agencies, and residents) will be involved throughout the plan development process to provide input and react to plan proposals toward defining the City's future. It will be important for a variety of techniques to be used to draw participation from all facets of the City representing all persons geographically, economically, and socially. The ultimate goal is to create a constituency of persons who have invested time and energy into the future plan and are, thereby, committed to participating in the plan's successful implementation.

The public will be involved throughout the plan development process to ensure that the plan accurately reflects their intentions for the future of the community. Beginning with key person interviews, followed by a Citizens' Congress to solicit the participation of the whole community, proceeding through a series of CPAC meetings toward final review and consideration, residents are the cornerstone of the process.

Phase I task activities will include:

1. Conduct a project start-up meeting with Department Directors and key staff members to review the work elements, detailed project schedule, and other important project logistics.
2. Facilitate over the course of two days interviews with small groups of community stakeholders to solicit their involvement and to invite their ideas and opinions. The small groups will be organized to provide input into each element of the plan, including elected and appointed officials of both College Station and Bryan as well as Brazos County, representatives of the University, school district, convention and visitor's bureau, civic groups and organizations, major business and land owners, neighborhood groups and associations, transportation groups, parks and recreation advocates, environmental and preservation groups, workforce development agencies, regional airports, utility companies and other service providers, and other locally defined interest groups.
3. Conduct three (3) meetings with the CPAC to kick-off and introduce the planning process, review the comments and outcomes of the public meetings, and to review and respond to the Goals and Policies Report. Additional meetings facilitated by City staff may also be held.

4. Conduct three (3) briefings of the Planning and Zoning Commission to maintain their close involvement in the plan development process and to provide regular opportunities for the Commission members to provide direct input.
5. Hold a Citizens' Congress to enroll participants in the process and to gain valuable input to identify community issues, improvement needs, and priorities. In addition to a presentation, small-group breakout sessions will be used to encourage discussion of specific topics and areas. This significant community event is vital in receiving input toward the development of the community vision and the goals and policies of the Comprehensive Plan.
6. Conduct an extended joint workshop with the CPAC and Planning Commission to overview the draft Goals and Policies Report and provide an opportunity for their detailed review and consideration for recommendation to the City Council.
7. Present a final draft Goals and Policies Report at a public hearing before the City Council.

Task 5 – Conduct a Community Survey

Upon the request of the City, on an additional services basis, KKC will prepare and conduct a survey to solicit the input of the broader community regarding their attitudes and perceptions of the community and its physical development.

The Consultant Team will design and perform consumer research to measure levels of support for various city planning initiatives and issues. The survey will be designed to address perceived positives and negatives associated with possible initiatives. The topics will relate specifically to the scope of the Comprehensive Plan, the content of which will be determined in close coordination with the City. Findings describing degrees of knowledge, current perceptions and attitudes toward future endeavors will be reported according to demographic segments of the resident population.

Direct Mail survey – Questionnaire included with utility bill mailing

- Time of completion is estimated to be 6+ weeks
- City responsible for providing pre-addressed return envelopes, outgoing and return postage, printing of questionnaire, handling – sample size/procedure, inserting and mailing questionnaire, and return envelope.
- Consulting costs include:
 1. Questionnaire construction
 2. Editing, coding and processing of returns
 3. Data analysis and report

The Consultant will design the sample and questionnaire instrument, manage the interviewing process, edit completed surveys, code and tabulate responses and complete the analysis and summary report.

Phase I Deliverables

A Goals and Policies Report will be developed and issued as a deliverable of Phase I. This report will be issued as an Adobe PDF, suitable for printing and posting on the City's Webpage. The deliverable will address the overall goals and objectives of the Comprehensive Plan as well as the goals and policies relating to land use and development, urban growth, and transportation. Electronic files on compact disk for all documents in their original format (in Microsoft Word, Adobe PDF and ESRI compatible formats) will also be submitted to the City.

Exhibit "B"

Payment Terms

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each task:

Task 1 – Review of Plans and Relevant Data	\$ 4,730
Task 2 – Review of 1997 Plan	\$ 3,280
Task 3 – Field Reconnaissance	\$17,220
Task 4 – Community Issues Identification	\$27,130
Task 5 – Report Preparation	<u>\$26,600</u>
Total Professional Fees	\$78,960
Reimbursable Expenses (travel and subsistence)	\$ 4,525
Reimbursable Expenses (reproduction, supplies, etc)	\$ 1,500
Direct Mail Survey (included with utility billing)	\$ 9,000
GRAND TOTAL	\$93,985

Exhibit "C"

**Insurance Requirements and
Certificate(s) of Insurance**

Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City *before* work commences.**

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

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.

- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. Commercial (General) Liability requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. Business Automobile Liability requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.

- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance** requirements:

- (a) **Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.**
- (b) The worker's compensation insurance shall include the following terms:
 - (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project:

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

(4) *obtain from each other person with whom it contracts, and provide to the Contractor:*

(a) *a certificate of coverage, prior to the other person beginning work on the project; and*

(b) *a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

(5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*

(6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

(7) *contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to

administrative penalties, criminal penalties, civil penalties, or other civil actions.

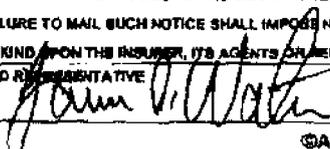
K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/06/2006
PRODUCER (847)362-2555 FAX (847)362-6893 MARKET FINANCIAL GROUP Boehm & Ray Insurance 709 N. Milwaukee Avenue Libertyville, IL 60048	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Kendig Keast Collaborative Inc. 26 W. Pine St. Sturgeon Bay, WI 54235	INSURERS AFFORDING COVERAGE INSURER A The Hartford (A.M. Best A+) INSURER B INSURER C INSURER D INSURER E	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADOT LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	83SBAPK3209	07/31/2005	07/31/2006	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83SBAPK3209	07/31/2005	07/31/2006	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	83WECCN6205	07/31/2005	07/31/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of College Station, its officials, employees and volunteers are Additional Insureds, waiver of subrogation applies and the insurance is primary and non-contributory. Coverage includes WC420304 in favor of the City of College Station TX.

CERTIFICATE HOLDER City of College Station 1101 Texas Ave College Station, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/06/2006
PRODUCER (847)362-2555 FAX (847)362-6893 MARKET FINANCIAL GROUP Boehm & Ray Insurance 709 N. Milwaukee Avenue Libertyville, IL 60048		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Kendig Keast Collaborative Inc. 26 W. Pine St. Sturgeon Bay, WI 54235		
		INSURERS AFFORDING COVERAGE
		INSURER A: The Hartford (A.M. Best A+)
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	83SBAPK3209	07/31/2006	07/31/2007	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83SBAPK3209	07/31/2006	07/31/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	83WECGN6205	07/31/2006	07/31/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTI+ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of College Station, its officials, employees and volunteers are Additional Insureds, waiver of subrogation applies and the insurance is primary and non-contributory. Workers Compensation Coverage includes WC420304 in favor of the City of College Station TX.

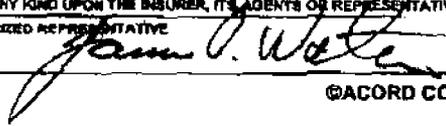
CERTIFICATE HOLDER

City of College Station
 1101 Texas Ave
 College Station, TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF INSURANCE

EFFECTIVE DATE
OF CERTIFICATE
08/02/06

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY
HOME OFFICE - IRVING, TEXAS 75063
hereby certifies that the following insurance is in force:

POLICYHOLDER
LANE KENDIG INC
28 W PINE STREET
STURGEON BAY, WI 54235-2728

POLICY NUMBER
048740855 BAP

POLICY PERIOD
08/02/06 TO 08/02/07
AT 12:01 A.M. STANDARD TIME

The person or organization designated below is described in the policy as:

CITY OF COLLEGE STATION
1101 TEXAS AVENUE
COLLEGE STATION, TX 77842

- LIENHOLDER (Lost Pledge Clause)
- ADDITIONAL INTERESTED PARTY
- ADDITIONAL INSURED
- CERTIFICATE HOLDER

Coverages designated are afforded as stated below:

Basis of Coverage:

LIMITS OF LIABILITY \$ 1,000,000/\$ 1,000,000 PER PERSON/PER ACCIDENT
\$ 1,000,000 PROPERTY DAMAGE

- ANY "AUTOS"
- OWNED "AUTOS" ONLY
- SPECIFICALLY DESCRIBED "AUTOS"
- RENTED "AUTOS" ONLY
- REFINANCED "AUTOS" ONLY
- OWNED PERSONAL "AUTOS" ONLY
- OWNED "AUTOS" EXCEPT NON-PRIVATE PASSENGER
- OWNED COMMERCIAL "AUTOS" ONLY

To the person or organization stated above:

This policy, as respects the interest of the loss payee, additional interested party, additional insured or certificate holder named herein, may be cancelled by the Company during the policy period by giving such person or organization 10 days written notice at its last address known to the Company.

Proof of such mailing is deemed sufficient proof of such notice.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above.



TE 99 77A
(Ed. Effective 3/92)

POLICY CHANGE

Endorsement Number:

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement effective JULY 07, 2008	Policy Number 00276555 BAP
Named Insured LANE KENDIG INC	Countersigned by

(Authorized Representative)

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
CLASSIFICATION FORM
TRUCKING COVERAGE FORM**

In consideration of **NO CHANGE IN PREMIUM**, it is agreed that as of the effective date hereof the policy is hereby amended in the following particulars:

ITEM 1 - AUTO ADDED										
THE COVERAGES INDICATED IN THE SCHEDULES OF THIS ENDORSEMENT SHALL APPLY TO THE FOLLOWING:										
Auto No.	Model Year	Trade Name & Body Type	Terr.	VIN NUMBER	Mo.	Purchased Yr.	NU	Symbol Code	Class & Age	Rate

Name and Address of Loss Payee

(Endorsement Applicable)

ITEM 2 - AUTO ELIMINATED						
THE INSURANCE AFFORDED BY THE POLICY SHALL NOT COVER:						
Auto No.	Model Year	Class Rate	Terr.	Trade Name	Symbol Code	NU Code

ITEM 2 CLASS HAVE CHANGED TO **AUTO#** **AUTO#** **AUTO#** **AUTO#**

OTHER CHANGES **ADD POLICY ADDITIONAL INSURED**

BY **LANE KENDIG INC**
 Name: **CITY OF COLLEGE STATION**
 Address: **1101 TEXAS AVENUE**
 City: **COLLEGE STATION** State: **TX** Zip: **77842**

THIS ENDORSEMENT HAS AFFECTED THE ENDORSING POLICY FORMS.
 Form Added: **789913** **8392** BY DESIGNATED PERSON



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALED MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: KENDIG, LANE & CARMICHAEL, ELAINE							
ADDRESS OF NAMED INSURED: 4085 SNAKE ISLAND RD STURGEON BAY WI 54235-8428							
POLICY NUMBER	052 1427-E04-49						
EFFECTIVE DATE OF POLICY	05/04/06						
DESCRIPTION OF VEHICLE (including VIN)	01 BMW 325I VIN: WBAAW314012280791						
LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO				
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	250,000						
Each Accident	500,000						
b. Property Damage							
Each Accident	100,000						
c. Bodily Injury & Property Damage Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO				
a. Comprehensive	\$ Deductible	\$ 0 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	\$ Deductible	\$ 100 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO				
HOMED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO				
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO				

Signature of Authorized Representative:  Agent Title: **Agent** 49-6264 Agents Code Number: 7/06/06 Date

Name and Address of Certificate Holder	Name and Address of Agent
Additional Insured: City Of College Station 1101 Texas Ave College Station, TX 77842	Steve Sabach 325 N 3 rd Ave Sturgeon Bay, WI 54235 920-743-7733

INTERNAL STATE FARM USE ONLY 122428-3 Rev. 07-28-2005 Request permanent Certificate of Insurance for liability coverage. Request Certificate Holder to be added as an Additional Insured.

**August 7, 2006
Regular Agenda
Appointment of Mayor Pro tem**

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding appointment of Mayor Pro tem to the College Station City Council.

Recommendation(s): N/A

Summary:

Attachments:

**August 7, 2006
Regular Agenda
Appointment of Chairman of Planning and Zoning Commission**

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding appointing a chairman to the Planning and Zoning Commission.

Recommendation(s): N/A

Summary: During the July 17, 2006 Special Council Meeting, appointments were made to fill vacancies in the Planning and Zoning Commission. However, a chairman of the commission was not appointed. At the August 3rd Planning and Zoning Meeting Commissioner John Nichols was temporarily appointed by staff as Acting Chairman of the Commission until Council makes a permanent appointment.

Attachments: List of Planning and Zoning Commission Members

Planning and Zoning Commission



(7 members)

Rotating Council Liaison

*Staff Liaison:
Lance Simms*

Name	Original Appt.	Address	Phone
Chairman Scott Shafer 6/06	2002	117 Pershing Ave. College Station 77840	696-6379 (H) 845-3837 (W)
John Nichols 6/06	2004	1317 Angelina Court College Station, TX 77840	693-2517 (H) 845-8491 (W) 862-3019 (F)
Ken Reynolds 6/06	2003	4411 Regal Oaks College Station 77845	690-7219 (H) 696-1196 (W)
Marsha Sanford 6/06	2005	4603 Shoal Creek Dr. College Station 77845	690-6894 (H) 846-2894 (W)
Dennis Christiansen 6/07	2005	2513 Faulkner Dr. College Station 77845	693-6826 (H) 845-1713 (W)
Bill Davis 6/07	2003	1006 Holt Street College Station 77840	694-6622 (H) 695-1475 (W)
Harold Strong 6/07	2005	5202 Quaker Ridge College Station 77845	690-5172 (H) 862-1759 (W)

**August 7, 2006
Regular Agenda
Council Appointed Committees**

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion on the City Council Members selecting council members as representatives to joint committees with other governmental agencies and community groups.

Recommendation(s): N/A

Summary: Due to time constraints at the July 17, 2006 Special Council Meeting the selection of Council Members to the committees and/or governmental agencies was delayed until the next Council Meeting. Below is the list of agencies needing council representation:

BVCOG TMPA Regional Park Project Advisory Board

Susan Lancaster Appointed 7/05 (vacancy)

BVSWMA Policy Advisory Board

Ron Silvia Appointed 6/02
Susan Lancaster Appointed 7/05 (vacancy)

City Center Committee

Ron Silvia Appointed 3/04
Ben White Appointed 6/04
Nancy Berry Appointed 7/05 (vacancy)

Intergovernmental Committee

Nancy Berry Appointed 6/28/04 (vacancy)
Ben White Appointed 7/14/05
John Happ Appointed 7/10/03

Joint City/School Intergovernmental Committee

Nancy Berry Appointed 6/28/04 (vacancy)
Ben White Appointed 7/14/05
John Happ Appointed 6/28/04

Sister Cities Association

Ron Gay Appointed 7/05

Transportation Committee

Ron Gay Appointed 7/14/05
John Happ Appointed 7/10/03
Ken Fogle (City Rep) Appointed 7/14/05
MPO Linda LaSuit Created position 7/14/05
TTI Dennis Christianson Created position 7/14/05

