



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

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

Agenda
College Station City Council
Workshop Meeting
Thursday, October 12, 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 a health status assessment that was done for the Brazos Valley region by the Center for Community Health Development.
3. Presentation, possible action, and discussion regarding the Planning & Zoning Commission’s Plan of Work in joint session with the Planning and Zoning Commission.
4. Presentation, possible action, and discussion regarding the public hearing notification distance prescribed in Section 3.1 of the Unified Development Ordinance.
5. 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.
6. Council Calendars

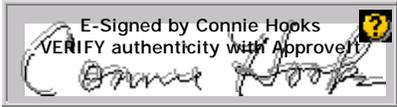
Oct. 12	Council Workshop and Regular Meeting 3:00 p.m.
Oct. 16	William Waldo Cameron Forum featuring Majority Leader, Bill Frist – Annenberg Presidential Center – 5:00 p.m.
Oct. 17	Council Transportation Committee Meeting – Admin. Conf. Rm. – 4:30 p.m.
Oct. 19	Junction 505 Harvest Moon Celebration and Fundraiser – 6:00 p.m.

Oct. 23	Intergovernmental Committee Meeting – Noon – Brazos County
Oct. 23	Council Workshop and Regular Council Meeting 3:00 p.m.
Oct. 25 – 28	TML Annual Conference – Austin
Nov. 9	Council Workshop and Regular Meeting 3:00 p.m.
Nov. 18	Employee Banquet 6:00 p.m. – 10:00 p.m. – Brazos Center

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



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 October 9, 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
Thursday, October 12, 2006 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

11. Pledge of Allegiance, Invocation, Consider absence requests, Presentation by International Students

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

Consent Agenda

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

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

- 12.1 Presentation, possible action, and discussion regarding approval of minutes for the City Council Workshop and Regular Meeting for September 14, 2006.
- 12.2 Presentation, possible action and discussion approving a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas for the widening of Holleman Drive West and Luther Street West at their intersection with FM 2818 (Harvey Mitchell Parkway).
- 12.3 Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy and Investment Strategy.

- 12.4 Presentation, discussion and possible action regarding award of bid #07-03 to Young Contractors, Inc. to provide Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$547,800.00 (\$49.90 per ton). A secondary contract is requested for the provision of this material by the second bidder, Brazos Valley Services in an amount not to exceed \$66,000 (\$60 per ton) only in emergency situations when Young Contractor is unable to provide material.

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

- 12.5 Presentation, possible action, and discussion regarding Economic Development Agreement with RADA KOR, LLC.

Vision Statement II – Parks and Leisure Services – Professionals providing a wide range of leisure, recreational, educational, and cultural opportunities.

- 12.6 Presentation, possible action, and discussion awarding a design contract (Contract No. 06-263) to the most qualified firm Edwards and Kelcey, Inc. in the amount of \$182,056.00, for the development of a master plan for the new municipal cemetery and Aggie Field of Honor project (Project Number GG9905).

Regular Agenda

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

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

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

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

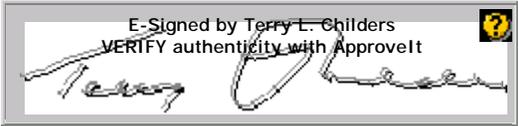
- 13.1 Public Hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Plan from Single-Family Medium Density to Office for 3.611 acres in the Castlerock Subdivision located on the north side of William D. Fitch Parkway across from Castlegate Subdivision.
- 13.2 Public hearing, presentation, possible action, and discussion regarding an ordinance rezoning 4.69 acres on one (1) lot located at 7103 Rock Prairie Road from A-O (Agricultural Open) to C-3 (Light Commercial).

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

- 13.3 Presentation, possible action and discussion, on consideration of an ordinance 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).
- 14. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for October 12, 2006.
- 15. Final action on executive session, if necessary.
- 16. Adjourn.

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

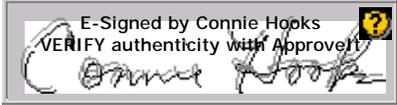
APPROVED:



Deputy City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, October 12, 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 9th day of October, 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 October 9, 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.

**October 12, 2006
Workshop
Health Status Assessment Brazos Valley**

To: Glenn Brown, City Manager

From: Terry L. Childers, Deputy City Manager

Agenda Caption: Presentation, possible action and discussion regarding a report on a health status assessment that was done for the Brazos Valley region by the Center for Community Health Development.

Recommendation(s): Staff recommends consideration of findings from the report.

Summary: A presentation will be provided by Laura McDaniel with the Center for Community Health Development. The report will provide the Council with key findings of the assessment and recommendations to improve overall health care in the region.

Financial Summary: None

Attachments: None

**October 12, 2006
Workshop Agenda
Planning & Zoning Commission Plan of Work**

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, discussion and possible action regarding the Planning & Zoning Commission's Plan of Work in joint session with the Planning and Zoning Commission.

Recommendation(s): Meet in a joint workshop session with the Planning & Zoning Commission to review and provide feedback regarding the Plan of Work for the Planning & Zoning Commission.

Summary: On 12 September 2006, the Planning & Zoning Commission held a special workshop meeting to develop the attached draft Plan of Work to be presented to City Council for review in a joint session.

In accordance with Article 2.2.A. of the P&Z Commission's Rules of Procedure, the Planning & Zoning Commission will review the Plan of Work with the City Council for discussion and refinement in accordance with the City Council's Strategic Plan. The revised P&Z Plan of Work, as amended during the joint workshop session, will be placed on a future P&Z agenda for final approval.

Budget & Financial Summary: N/A

Attachments:

1. Draft P&Z Plan of Work
2. P&Z Rules of Procedure

PROPOSED PLAN OF WORK ITEMS			
PROJECT	RELATIONSHIP TO COUNCIL STRATEGIC PLAN, P&D VISION STATEMENT	COUNCIL RANKING	P&Z RANKING
Council Initiated			
Comprehensive Plan update	Strategy 3: We will begin the process of adopting a new comprehensive plan for the city.	Highest Priority (A+)	
Long range Transportation Plan (City / County interface)	Strategy 2: We will support and participate in comprehensive regional planning efforts and 3: We will begin the process of adopting a new comprehensive plan for the city.	Highest Priority (A+)	
Annexation plan	Strategy 6: We will develop and move forward with an annexation plan.	Absolutely must do exempt areas (A) and Need to do, but not critical (3-yr. plan)	
Subdivision Regulations update ~ Fencing standards	Strategy 1: We will continue to revise and guide the development process through the use progressive building and development codes/standards.		
UDO Annual Review	Strategy 1: We will continue to revise and guide the development process through the use progressive building and development codes/standards.		
Neighborhood Integrity ~ Historic preservation ~ Neighborhood Protection Standards ~ Infill Issues ~ Zoning District for Rental Property	Strategy 1: We will continue to revise and guide the development process through the use progressive building and development codes/standards.	Need to do but not critical (B)	

Commission Initiated			
Streetscape update (comp plan)	Strategy 3: We will begin the process of adopting a new comprehensive plan for the city.		
Parks and Recreation Plan revision	Strategy 3: We will begin the process of adopting a new comprehensive plan for the city.		
Tree Preservation / Protection / Promotion / Clearcutting			
TIA at zoning request			
Parking Ordinance Update (Commercial and Residential)			
Informational			
"Zoning Clinic" CD			
ETJ Development ~ County Development Standards ~ Development Review Process	Strategy 2: We will support and participate in comprehensive regional planning efforts.		
City-initiated zoning changes			
Commercial developments' internal circulation			
Project Funding and Alternative Revenue Sources ~ New revenue sources for City projects ~ City's Debt Capacity ~ Impact fees for transportation projects ~ General impact fee update			
Intent of floodplain regulations / Comp Plan designation / zoning			

Sustainable / green development			
Informational (cont.)			
Current housing stock / market / needs			
PDD zoning vs. C-1			
Communication / Engagement			
Joint meeting with Bryan P&Z			
Joint meeting with County Commissioners and County Engineer	Strategy 2: We will support and participate in comprehensive regional planning efforts.		
Subcommittees			
Subcommittee with Parks Board			
Subcommittee on floodplain development			

P&Z RANKING SYSTEM

- A = High priority
- B = Medium priority
- C = Lower priority



City of College Station ~ Planning and Zoning Commission

Rules of Procedure

Adopted September 12, 2006

Article 1. Authority

- 1.1 Section 2.2.C.4 of the City of College Station Unified Development Ordinance authorizes the Planning and Zoning Commission to adopt its own rules of procedure.

Article 2. Purpose, Powers and Duties

2.1 Purpose

The purpose of the Commission is to exercise the powers authorized by the College Station City Council under the City of College Station Code of Ordinances and applicable State statutes regarding planning, zoning and related matters.

2.2 Powers and Duties

The Planning and Zoning Commission shall have the powers and duties authorized in Article 2 of the Unified Development Ordinance and Chapter 9 of the City of College Station Code of Ordinances, and any other applicable ordinances or laws, and to make recommendations in implementing the Comprehensive Plan, and establish subcommittees of the Planning and Zoning Commission.

A. Plan of Work

The Planning and Zoning Commission may adopt a Plan of Work. The Plan of Work should consider future tasks for a prescribed period and be updated and revised annually in coordination with the City Council Strategic Planning process.

Upon presentation of a draft Plan of Work by the Commission in a joint meeting with the City Council and the Planning and Zoning Commission, the Commission may adopt the Plan by majority vote of the members present.

B. Survey and Report

The Commission may conduct an annual survey of residents of the City of College Station to assess needs and desires relevant to the purpose of the Commission and report such findings to the City Council.

Article 3. Organization and Officers

3.1 Appointment

The Planning and Zoning Commission shall consist of those members appointed by the City Council in accordance with the UDO, and assigned to Positions 1-7 for the purpose of recordkeeping. Appointments are made at times as determined by the City Council. Upon taking the Official Oath of Office given by the City Secretary or designee, the Commissioners shall attend meetings in an official capacity.

- A. A Chairperson shall be appointed annually by the City Council.
- B. A Vice-Chair shall be selected by the Commission from among its members as necessary.

3.2 Membership and Terms

A. Terms

Terms of members of the Planning and Zoning Commission shall be as provided in the Unified Development Ordinance. Commissioners with expiring terms seeking reappointment must formally reapply in writing for consideration. Staff shall inform Commissioners of term expiration by January 31st of the year in which their term expires.

B. Term Limits

Terms of office shall be as provided in the Unified Development Ordinance.

C. Vacancies

Vacancies shall be filled as provided in the Unified Development Ordinance.

Article 4. Meetings and Procedures

4.1 Meetings

Members of the Planning and Zoning Commission shall meet twice monthly on the first and third Thursdays. Unless otherwise posted, Workshop meetings will normally be held in the City Hall Administrative Conference Room at 6:00 p.m. and Regular meetings will normally be held in the City Hall Council Chambers at 7:00 p.m. All meetings of the Commission where a quorum is present shall be open to the public. Special meetings or workshops of the Planning and Zoning Commission may be called by the Chair or upon request of a majority of the Commission to the chair.

4.2 Quorum

A quorum is a majority of the number of members of the Commission. Four (4) members shall constitute a quorum for the transaction of any business. Any recommendation advanced to the City Council without a majority of positive votes from those members present shall be deemed a negative report. No business shall be conducted or action taken without a quorum of the Commission present.

4.3 Absences

In accordance with Ordinance No. 2406, Commissioners shall submit an absence request to the staff liaison.

4.4 Conflict-of-Interest

The conflict-of-interest laws require that a member file an affidavit and abstain from participating in, and voting on, items in which a member has a substantial interest. Members of the Commission should refer to SECTIONS 114, 115, AND 116 OF THE COLLEGE STATION CITY CHARTER, CHAPTERS 171 ET SEQ. AND 212.017 OF THE TEXAS LOCAL GOVERNMENT CODE to determine whether the member may have a conflict of interest. Additionally, a member is encouraged to contact the Administrator, being the Planning and Development Services Director or designee, and/or the City Attorney prior to the meeting at which the item will be considered by the Commission.

4.5 Order of Business

The order of business shall generally be conducted as follows:

- A. Workshop Meeting
 Discussion of consent and regular items.
 Discussion of minor plats. (as necessary)
 Items.
 Discussion of recent City Council actions. (as necessary)
 Discussion and possible action of future agenda items .
 Adjourn.
- B. Regular Meeting
 Hear Citizens.
 Recognition of Affidavits of Conflict-of-Interest.
 Consent Agenda.
 Items.
 Regular Agenda.
 Items.
 Discussion and possible action on future agenda items.
 Adjourn.
- C. Order of Presentation

Generally, regular items on the agenda shall adhere to the following sequence, unless modified as necessary by the Chair:

Public Hearing Items:

- p Presentation of staff report
- p Questions of staff by the Commission
- p Open Public Hearing
- p Applicant invited to address the Commission
- p Public invited to address the Commission
- p Close Public Hearing
- p Discussion and Action by the Commission

Non-Public Hearing Items:

- p Presentation of staff report
- p Questions of staff by the Commission
- p Applicant invited to address the Commission at the discretion of the Chair
- p Discussion and Action by the Commission

4.6 Rules of Order

The Commission shall adopt Robert's Rules of Order for the conduct of its meetings.

4.7 Minutes

The Planning and Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Administrator and shall be a public record. Minutes shall be signed by the Chairman after the Commission approves them.

4.8 Staff

The Administrator shall provide staff, as needed, to the Planning and Zoning Commission.

4.9 City Attorney

The City Attorney is the legal advisor of and attorney for the City and all offices and departments. The Administrator shall consult and cooperate with the City Attorney on legal issues pertaining to planning, zoning and related matters. The City Attorney or his/her designee shall attend all Planning and Zoning meetings.

Article 5. Continuing Education

5.1 Continuing Education

As citizen volunteers appointed to the Planning and Zoning Commission, Commissioners are encouraged to attend training and continuing education opportunities, as provided by the City of College Station, the Texas Chapter of the American Planning Association, or other professional organizations where Continuing Education Units (CEUs) may be obtained.

5.2 Annual Training

Orientation will occur on an annual basis to train new members of the Planning and Zoning Commission. This orientation will include review of the Rules of Procedure and the Plan of Work.

Article 6. Amendments

6.1 Amendments

The Commission may amend the Rules of Procedure at its discretion by a majority vote of the Commission.

6.2 Conflict

In the case of any conflict between any Ordinance or applicable law and these Rules, the Ordinance or applicable law shall take precedence.

PASSED, ADOPTED and APPROVED this 12th day of September, 2006.

APPROVED:

_____, Chair
Planning and Zoning Commission

ATTEST:

Connie Hooks, City Secretary

**October 12, 2006
Workshop Agenda
Public Hearing Notification Distance**

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding the public hearing notification distance prescribed in Section 3.1 of the Unified Development Ordinance.

Recommendation(s): Continue the 200-foot notification standard outlined in the Local Government Code and Section 3.1 of the Unified Development Ordinance.

Summary: At a previous Workshop meeting, the Council requested a future agenda item to discuss the public hearing notification distance as outlined in Section 3.1 of the Unified Development Ordinance.

Budget & Financial Summary: N/A

Attachments:

1. Memorandum



MEMORANDUM

DATE: 6 September 2006

TO: Honorable Mayor and City Council Members

FROM: Glenn Brown, City Manager

SUBJECT: 200-foot Public Hearing Notification

At an earlier City Council meeting, the Council requested that the staff provide information about the 200-foot notification standard the City of College Station uses for mailed notifications of public hearings as a future agenda item. The purpose of this memorandum is to explain the types of notification required for public hearings, discuss the City's reason for requiring a 200-foot notification, summarize previous discussions by the City Council regarding the 200-foot notification standard, and provide the notification standards of other Texas cities.

Current Notification Standards

When a rezoning or conditional use permit is to be considered by the Council, the City of College Station notifies the public by:

1. Posting a meeting agenda at City Hall and on our website at least 72 hours before the Council meeting;
2. Publishing a notice in *The Eagle* at least 15 days prior to the meeting; and
3. Mailing a notice to property owners within 200 feet of the parcel under consideration at least 10 days prior to the meeting.

At a minimum, Section 3.1(F)(2)(c) of the Unified Development Ordinance (UDO) requires that published and mailed notices provide:

1. The general location of the land that is the subject of the application;
2. The substance of the application, including the magnitude of proposed development and the current zoning district;
3. The time, date, and location of the public hearing; and
4. A phone number to contact the City.

Although not required by law, as a standard practice staff also places public hearing signs on the parcel under consideration a week before the meeting.

The 200-Foot Standard

Section 211.007 of the Texas Local Government Code requires cities to provide notice of a request for rezoning of property to owners of real property within 200 feet of the property on which the rezoning is proposed. The same 200 foot notification requirement is found in Section 3.1(F)(2)(b) of the UDO. In 2003, the City Council held policy discussions to give City staff direction in the drafting of the UDO. When posed with the question of whether or not notification distances should be increased, the Council's consensus was that the official required distance ought to be the same as statutory requirements. However, the Council also determined that as a policy, the City should continue to strive to exceed the statutory requirements to, for example, notify homeowners associations and other interested groups. Based upon that direction, as a practice, staff works closely with Neighborhood Services to identify and notify registered neighborhood organizations of public hearings via mailed notification.

While increasing the official notification area beyond 200 feet would potentially reach more property owners, there are other issues to consider. For example, increasing the notification area raises the risk of a rezoning being ruled invalid due to a notification error. There is also additional staff time and increased postage associated with a larger notification area.

Standards of Other Cities

A survey of seventeen other Texas cities establishes a trend that most cities, like College Station, send mailed notification for rezoning requests to 200 feet from the property line. Two cities—Austin and Grand Prairie—notify to 300 feet from the property line.

Mailed Notification Distances	
Arlington	200 ft.
Austin	300
Beaumont	200
Bryan	200
Corpus Christi	200
Denton	200
Garland	200
Grand Prairie	300
Grapevine	200
Irving	200
Killeen	200
Lewisville	200
McAllen	200
Plano	200
Victoria	200
Waco	200
Wichita Falls	200



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Draft Minutes
City Council Workshop and Regular Meetings
Thursday, September 14, 2006, 3:00 p.m. and 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor Silvia, Mayor Pro Tem White, Council members Happ, Gay, McIlhane, Scotti

COUNCIL MEMBER ABSENT: Ruesink

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

Mayor Silvia called the meeting to order at 3:02 p.m.

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

No consent items were removed for discussion.

Workshop Agenda Item No. 2 -- Presentation, possible action and discussion of the establishment of a Joint Emergency Operations Center which will be staffed by a collaborative effort between Brazos County, the cities of College Station and Bryan and Texas A&M University for a cost of \$58,428 for the first year, this proposal is a 5 year lease with an option for another 5 years.

Fire Chief R.B. Alley introduced Intergovernmental Committee member James Massey. Mr. Massey presented a brief summary of the goals, benefits, costs, location and timeline of a Community Emergency Operation Center.

Staff asked Council to consider a Community Emergency Operations Center concept and provide direction to participate in the development of an interlocal agreement (ILA) with the EOC Management partners (College Station, Bryan, TAMU, and Brazos County).

No formal action was taken.

Workshop Agenda Item No. 3 -- Presentation, possible action and discussion regarding Texas High Speed Rail and TEX-21.

Stan Lynch and Laura Fox of Dean International presented a brief overview of current development regarding Texas High Speed Rail and TEX-21. No formal action was taken.

Council recessed for a short break at 4:20 p.m. and reconvened the meeting at 4:35 p.m.

Workshop Agenda Item No. 4 -- Presentation, possible action and discussion of transportation project priorities and funding alternatives.

Interim Assistant City Manager Terry Childers and Director of Public Works Mark Smith presented an overview of transportation project priorities, funding alternatives, and policy parameters.

Council member Happ arrived at 5:15 p.m.

Council directed staff to work with the Transportation Committee to recommend funding allocations for the transportation priorities.

Workshop Agenda Item No. 5 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Council member Happ requested a workshop agenda item regarding a zoning category for residential subdivisions. Council member Gay seconded the motion, which carried unanimously, 6-0.

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

Council member Gay requested a workshop agenda item regarding a status report on the West Nile Virus. Council member Happ seconded the motion, which carried unanimously, 6-0.

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

Council member Gay requested a workshop agenda item regarding City of College Station Bird Flu disaster program. Council member Scotti seconded the motion, which carried unanimously, 6-0.

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

AGAINST: None

ABSENT: Ruesink

Workshop Agenda Item No. 6 -- Council Calendars

- Sept 18 Intergovernmental Committee Noon CSISD office
- Sept 18 Special Council Meeting - Tax Rate Public Hearing, 7:00 p.m. Council Chambers
- Sept 19 Transportation Committee Meeting – 4:30 p.m. Adm Conference Rm
- Sept 19 Celebrating the Arts Reception/Dinner – Miramont Country Club 6:00
- Sept 24 Chamber of Commerce 2nd Annual Lobsterfest – Brazos Center – 6:30
- Sept 26 SOS Ministries Annual Banquet – 6:30 – 8:00 p.m. Hilton Hotel
- Sept 28 Council Workshop and Regular Meeting – 3:00 p.m.
- Oct. 2 Fallen Firefighter Memorial Ceremony, 12:00 noon – 1:30 p.m. Fire Station #2
- Oct. 3 WPC Oversight Committee, 11:30 am Administrative conference room
- Oct. 4 Annual Management Conference for Local and State Leaders – “Managing Performance ‘06” - Austin – 3:30 p.m.
- Oct 5 International Scholars BBQ – Central Park Pavilion 5:00 p.m
- Oct. 10 80th Annual Transportation Short Course Luncheon Noon Room 201 MSC
- Oct. 12 Council Workshop and Regular Meeting -- 3:00 pm
- Oct. 23 Council Workshop and Regular Meeting (Monday), 3:00 pm
- Oct. 25-27 Texas Municipal League Annual Conference Austin

Council reviewed their upcoming events.

Workshop Agenda Item No. 7 -- Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, City Center, CSISD/City Joint Meeting, Design Review Board, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments.

This item was postponed until after the regular meeting.

Workshop Agenda Item No. 8 -- Executive Session

At 5:53 p.m., Mayor Silvia announced in open session that the City Council would convene into executive session pursuant to Sections 551.071 and 551.087 of the open

meetings act, to seek the advice of attorney with respect to pending and contemplated litigation and to consider economic development negotiations.

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

- 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 Wellborn
- l. Possible settlement of sewer CCN issue
- m. Legal Aspects of Cebridge Pole Contract
- n. Cause No. 484-CC; City of College Station vs. Canyon Creek Partners Ltd., and First Ag Credit, FLCA; in County Court No. 2, Brazos County, Texas.
- o. Davis Watson Claim

Economic Incentive Negotiations {Gov't Code Section 551.087}

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. Proposed City convention center and associated privately developed hotel

Workshop Agenda Item No. 9 -- Final Action on executive session, if necessary.

Council returned from executive session at 6:59 p.m. No action was taken.

Workshop Agenda Item No. 10 – Adjourn.

The workshop session concluded at 7:00 p.m.

Regular Agenda Item No. 11 – Pledge of Allegiance, Invocation, Consider absence requests.

Mayor Silvia called the meeting to order at 7:05 p.m. He led the audience in the pledge of allegiance. Pastor Danny Duron of the First Hispanic Church of Navasota provided the invocation. Council member Gay moved to approve the absence request by Council member Ruesink. Council member McIlhane seconded the motion, which carried unanimously, 6-0.

Mayor Silvia and City Manager Brown recognized the City of College Station Planning and Development Services for receiving the 2006 Certificate of Achievement for Planning Excellence from the Texas Chapter of the American Planning Association.

Hear Visitors

Hugh Stearns addressed the City Council regarding his concerns about the City's need to educate the public about voting and candidate information on the website.

Consent Agenda

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

- 12.1 Approved by common consent minutes for Council Retreat June 29-30, 2006; Workshop and Regular Meeting, July 13, 2006, Special Meeting July 17, 2006 with CSISD, Special Meeting July 17, 2006 (citizen appointments), Workshop and Regular Meeting, July 27, 2006, August 7, 2006, and August 24, 2006.
- 12.2 Approved by common consent **Resolution No. 9-14-2006-12.02** awarding a construction contract in the amount of \$189,150 to Orion Construction of Bryan, Tx. as lowest responsible bidder meeting specifications. Funds available in Electric Fund. (Contract No. 06-285)
- 12.3 Approved by common consent **Resolution No. 9-14-2006-12.03** awarding a contract in an amount not to exceed \$80,091.00 for the repair of the expansion joints in the CSU Parking Lot to Acklam Construction as lowest responsible bidder. Funds available in Street Maintenance Budget. (Bid No. 06-137).
- 12.4 Approved by common consent awarding bid to the lowest responsible bidder meeting specifications, Mustang Tractor & Equipment, for the purchase of an

articulated frame landfill compactor, to be used by the Brazos Valley Solid Waste Management Agency, in the amount of \$854,690. (Bid No. 06-128).

- 12.5 Approved by common consent **Resolution No. 9-14-2006-12.05** awarding a construction contract to Doughtie Construction Co., Inc. as lowest responsible bidder meeting specifications, in the amount of \$943,190.73 for construction of a sewer trunk line and appurtenances. (Bid No. 06-87)
- 12.6 Approved by common consent **Resolution No. 9-12-2006-12.06** authorizing a professional service contract with CSC Engineering & Environmental Consultants, Inc. in the amount of \$85,000.00 for the environmental/support services at the Rock Prairie Road Landfill.
- 12.7 Approved by common consent **Resolution No. 9-14-2006-12.07** for an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas for the connection of Arrington Road to Highway 40 (William D. Fitch Parkway).

Vision Statement II – Parks and Leisure Services – Professionals providing a wide range of leisure, recreational, educational, and cultural opportunities.

- 12.8 Approved by common consent **Resolution No. 9-14-2006-12.08** awarding an Annual Contract for Landscape Maintenance Services for thirty-one (31) municipal sites comprised of buildings, grounds, parks, and street medians to the lowest responsible bidder, Green Teams, Inc. (d.b.a: The Greenery) for an annual expenditure in the amount of \$297,463.00. (Bid No. 06-121)

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

- 12.9 Approved by common consent **Resolution No. 9-14-2006-12.09** awarding a contract for the construction of the Sandy Point Pump Station Drainage Improvements Project to Brazos Valley Services as lowest responsible bidder in the amount of \$98,348.00. (Bid No. 06-106). Funds available in Water Capital Improvement Project.
- 12.10 Approved by common consent **Resolution No. 9-14-2006-12.10** granting an exception to Policy to allow Creek Meadows Partners to construct sewer infrastructure necessary to connect the Carnes Tract Number 2 homes to the City sewer system.
- 12.11 Approved by common consent Change Order No. 4 to the professional services contract with Klotz Associates, Inc. in the amount of \$9,600.00 for construction phase services on the Bee Creek Combined Project. Funds available in Drainage Utility Capital Projects Fund. (Contract No. 97-179)

- 12.12 Approved by common consent a semi- annual price agreement for steel electrical distribution poles to Trans American Power Products as lowest, responsible bidder meeting specifications in an amount of \$230,310.00. (Bid No. 06-133). Funds available in Electrical Fund.
- 12.13 Approved by common consent a Pole Attachment License Agreement between the City of College Station and Cebridge Acquisition L.P., dba Suddenlink Communications.

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

- 12.14 Approved by common consent **Resolution No. 9-14-2006-12.14** approving a contract with Orion Construction as lowest responsible bidder in the amount of \$81,590 for the construction of a new, affordable single family residence at 1124 Carolina using federal HOME Grant funds.
- 12.15 Approved by common consent **Resolution No. 9-14-2006-12.15** to increase the budget authority for hard construction costs currently allowed in Section VII.A. of the Community Development Optional Relocation Program (ORP) housing assistance guidelines.
- 12.16 Approved by common consent **Resolution No. 9-14-2006-12.16** approving an Optional Relocation Program (ORP) Rehousing Agreement between the City and an eligible housing assistance applicant, and authorization for the expenditure of funds in the amount of \$71,774 to Orion Construction as lowest responsible bidder for the demolition and construction services at 815 Churchill.
- 12.17 Approved by common consent a Project and Finance Plan adopted by the Board of Directors for Tax Increment Reinvestment Zone #16, Northgate District.
- 12.18 Approved by common consent BYLAWS adopted by the Board of Directors Tax Increment Reinvestment Zone #16, Northgate District.

Mayor Pro Tem White moved to approve consent agenda items, 12.01 – 12.18 as presented. Council member Gay seconded the motion, which carried unanimously, 5-0.

FOR: Silvia, White, Happ, Gay, McIlhaney

AGAINST: None

ABSENT: Ruesink, Scotti

Regular Agenda

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

Regular Agenda Item No. 13.1 -- Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2006-2007 Budget.

This item was postponed until Council member Scotti returned.

Regular Agenda Item No. 13.2 -- Public hearing, possible action, and discussion on the City of College Station 2006-2007 advertised ad valorem tax rate of \$0.45399 per \$100 valuation. Also discussion and possible action announcing the meeting date time and place to adopt the tax rate.

Chief Financial Officer Jeff Kersten described the City of College Station 2006-2007 advertised ad valorem tax rate of \$0.45399 per \$100 valuation. He pointed out that the second public hearing on the tax rate was scheduled for Monday, September 18, 2006. The City Council will vote on the tax rate on Thursday, September 28, 2006.

Mayor Silvia opened the public hearing. No one spoke. Mayor Silvia closed the public hearing. No formal action was taken.

Regular Agenda Item No. 13.3 -- Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning a portion of a variable width public utility easement located in the platted common area of the Heritage Townhomes Subdivision in the City of College Station.

Alan Gibbs, Senior Assistant City Engineer described the proposed ordinance. Staff recommended approval of the proposed ordinance.

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

Council member Gay moved to approve **Ordinance No. 2924** vacating and abandoning a portion of a variable width public utility easement located in the platted Common Area of the Heritage Townhomes Subdivision. Mayor Pro Tem White seconded the motion, which carried unanimously, 5-0.

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

Regular Agenda Item No. 13.4 -- Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning an easement, a portion of the Right-of-Way of Tauber Street, in the City of College Station.

Senior Assistant City Engineer Alan Gibbs described the proposed ordinance. Staff recommended approval of the proposed ordinance.

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

Council member Gay moved to approve **Ordinance No. 2925** vacating and abandoning an easement, a portion of the Right-of-Way of Tauber Street. Council member McIlhaney seconded the motion, which carried unanimously, 5-0.

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

Regular Agenda Item No. 13.5 -- Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning a portion of a variable width public utility easement located on Lot 3A, Block 1, of One Lincoln Place Subdivision in the City of College Station.

Senior Assistant City Engineer Alan Gibbs described the proposed ordinance. Staff recommended approval of the proposed ordinance.

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

Mayor Pro Tem White moved to approve **Ordinance No. 2926** vacating and abandoning a portion of a variable width public utility easement located on Lot 3A, Block 1, of One Lincoln Place Subdivision. Council member Happ seconded the motion, which carried unanimously, 5-0.

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

Regular Agenda Item No. 13.6 -- Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning portions of three (3) ten (10) foot wide public utility easements which cross and lie within Lot 2, Wolf Pen Plaza in the City of College Station.

Senior Assistant City Engineer Alan Gibbs described the proposed ordinance. Staff recommended approval of the proposed ordinance.

Mayor Silvia opened the public hearing. Natalie Ruiz, IPS Group answered questions of the City Council. Mayor Silvia closed the public hearing.

Council member Gay moved to approve **Ordinance No. 2927** vacating and abandoning portions of three (3) ten (10) foot wide public utility easements which cross and lie within Lot 2, Wolf Pen Plaza. Council member McIlhaney seconded the motion, which carried unanimously, 5-0.

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

Regular Agenda Item No. 13.7 -- Presentation, possible action, and discussion on an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for both water and sewer services by five percent (5%) and adding a new rate for sewer customers in the ETJ served by package treatment plants.

Water/Wastewater Division Manager David Coleman described the proposed ordinance amendment increasing rates for both water and sewer services by five percent (5%) and adding a new rate for sewer customers in the ETJ served by package treatment plants.

Council member Happ moved to approve **Ordinance No. 2928** raising rates for both water and sewer services by five percent (5%) and adding a new rate for sewer customers in the ETJ served by package treatment plants. Council member McIlhaney seconded the motion which carried unanimously, 5-0.

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

Regular Agenda Item No. 13.8 -- Presentation, possible action, and discussion on an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for electric services an average of twelve percent (12%).

Director of Electric Utilities David Massey presented a brief summary of the proposed ordinance amendment increasing rates for electric services on an average of twelve percent.

Council member Happ moved to approve **Ordinance No. 2929** amending Chapter 11, "Utilities" Section 4, and "Electric Service," of the Code of Ordinances raising rates for electric services on an average of twelve percent (12%). Mayor Pro Tem White seconded the motion, which carried unanimously, 5-0.

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

Regular Agenda Item No. 13.9 -- Presentation, possible action, and discussion on an ordinance amending Chapter 11, Utilities" Section 5, "Solid Waste Collection Regulations", of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for both residential and commercial solid waste services by eight percent (8%).

Assistant Director Public Works/BVSWMA Pete Caler presented a summary of the proposed ordinance amendment increasing rates for both residential and commercial solid waste service by eight percent (8%).

Council member Gay moved to approve **Ordinance No. 2930** amending Chapter 11, Utilities, Section 5 Solid Waste Collection Regulations, increasing rates for residential and commercial solid waste services by eight percent (8%). Council member Happ seconded the motion, which carried unanimously, 5-0.

FOR: Silvia, White, Happ, Gay, McIlhaney

AGAINST: None

ABSENT: Ruesink, Scotti

Regular Agenda Item No. 13.10 -- Presentation, possible action, and discussion regarding a resolution setting rates and fees for the Brazos Valley Solid Waste Management Agency (BVSWMA) Rock Prairie Road Landfill, having the effect of raising rates for disposal services by five percent (5%), and setting an effective date of October 1, 2006.

This item was removed by staff.

Regular Agenda Item No. 13.11 -- Presentation, possible action, and discussion appointing citizen applicants to the Construction Board of Adjustments and Appeals to fill two expired terms and three alternates.

City Secretary Connie Hooks described item and the list of applicants.

Council member Happ moved to appoint Dan Sears, as Chairman, Frank Cox as Vice Chair and David Hart as a regular member; Charles E. Thomas, Glenn Thomas and Quinn Williams as alternates of the Construction Board of Adjustments and Appeals. Council member Gay seconded the motion, which carried unanimously, 5-0.

FOR: Silvia, White, Happ, Gay, McIlhaney

AGSINST: None

ABSENT: Ruesink, Scotti

Council member Scotti returned to the City Council Regular Meeting at 8:15 p.m.

Regular Agenda Item No. 13.1 -- Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2006-2007 Budget.

Chief Financial Officer Jeff Kersten presented a summary of the proposed 2006-2007 budget.

Mayor Pro Tem White moved to approve the **Ordinance No. 2923** adopting the City of College Station 2006-2007 budget with the proposed changes to the RVP and outside

agency funding. Council member McIlhaney seconded the motion, which carried by a vote of 4-2. *Council member McIlhaney abstained from voting on the budget items related to health care in the FY 07 budget.*

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

Workshop Agenda Item No. 7 -- Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, City Center, CSISD/City Joint Meeting, Design Review Board, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments.

Council member Scotti made comments regarding the Research Valley Partnership Strategic Planning meeting.

City Manager Glenn Brown presented a report from the Wolf Pen Creek TIF Board meeting.

Regular Agenda Item No. 14 -- The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for September 14, 2006.

Council concluded the executive session prior to the regular meeting.

Regular Agenda Item No. 15 -- Final action on executive session, if necessary.

No action was taken.

Regular Agenda Item No. 16 --Adjourn.

Hearing no objection, the meeting adjourned at 8:34 p.m. on Thursday, September 14, 2006.

ATTEST:

APPROVED:

City Secretary Connie Hooks

Mayor Ron Silvia

October 12, 2006
Consent Agenda
AFA for Holleman and Luther Street Improvements

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion approving a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas for the widening of Holleman Drive West and Luther Street West at their intersection with FM 2818 (Harvey Mitchell Parkway).

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

Summary: The Texas Department of Transportation (TxDOT) requires an Advance Funding Agreement (AFA) to allow a municipality to perform construction work within its right-of-way. The City of College Station is paying for the design and widening of Holleman Drive West and Luther Street West at their intersection with FM 2818 in preparation for signals to be installed in the near future. The approval of this resolution will allow the mayor to sign an AFA between the City of College Station and TxDOT for the widening of these intersection approaches.

Budget & Financial Summary: There are no payments to TxDOT associated with this AFA.

Attachments:

1. Resolution
2. Location map

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS FOR THE WIDENING OF HOLLEMAN DRIVE WEST AND LUTHER STREET WEST AT THEIR INTERSECTION WITH FM 2818 (HARVEY MITCHELL PARKWAY); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of College Station plans to widen Holleman Drive West and Luther Street West at their intersection with FM 2818 in preparation for signals to be installed in the near future; and

WHEREAS, the City and the State have agreed upon a plan to widen these intersection approaches as part of the Holleman Drive and Luther Street Improvements at FM 2818 (Harvey Mitchell Parkway) project; and

WHEREAS, detailed construction plans have been prepared; and

WHEREAS, the City will bid the Project to contract, administer and inspect the construction, and fund the construction of the Project; and

WHEREAS, the Texas Department of Transportation permits construction to be performed in their rights-of-way following the execution of an Advanced Funding Agreement between the City of College Station and the Texas Department of Transportation; and

WHEREAS, there will be no funding or reimbursements from the Texas Department of Transportation for any of the Project costs; now therefore,

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

- PART 1:** The matters set forth in the preamble are true and correct.
- PART 2:** The City Council of the City of College Station agrees to execute an Advanced Funding Agreement with the Texas Department of Transportation, which will permit the City to perform work within the State right-of-way.
- PART 3:** The City Council of the City of College Station hereby authorizes the Mayor to execute said Advanced Funding Agreement on behalf of the City of College Station, Texas and to transmit the same to the State of Texas for appropriate action.

RESOLUTION NO. _____

Page 2

PART 4: This Resolution shall be effective immediately upon its adoption.

ADOPTED by the City Council of the City of College Station, Texas, this _____ day of _____, 2006.

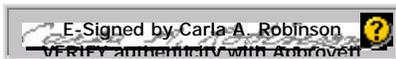
ATTEST:

APPROVED:

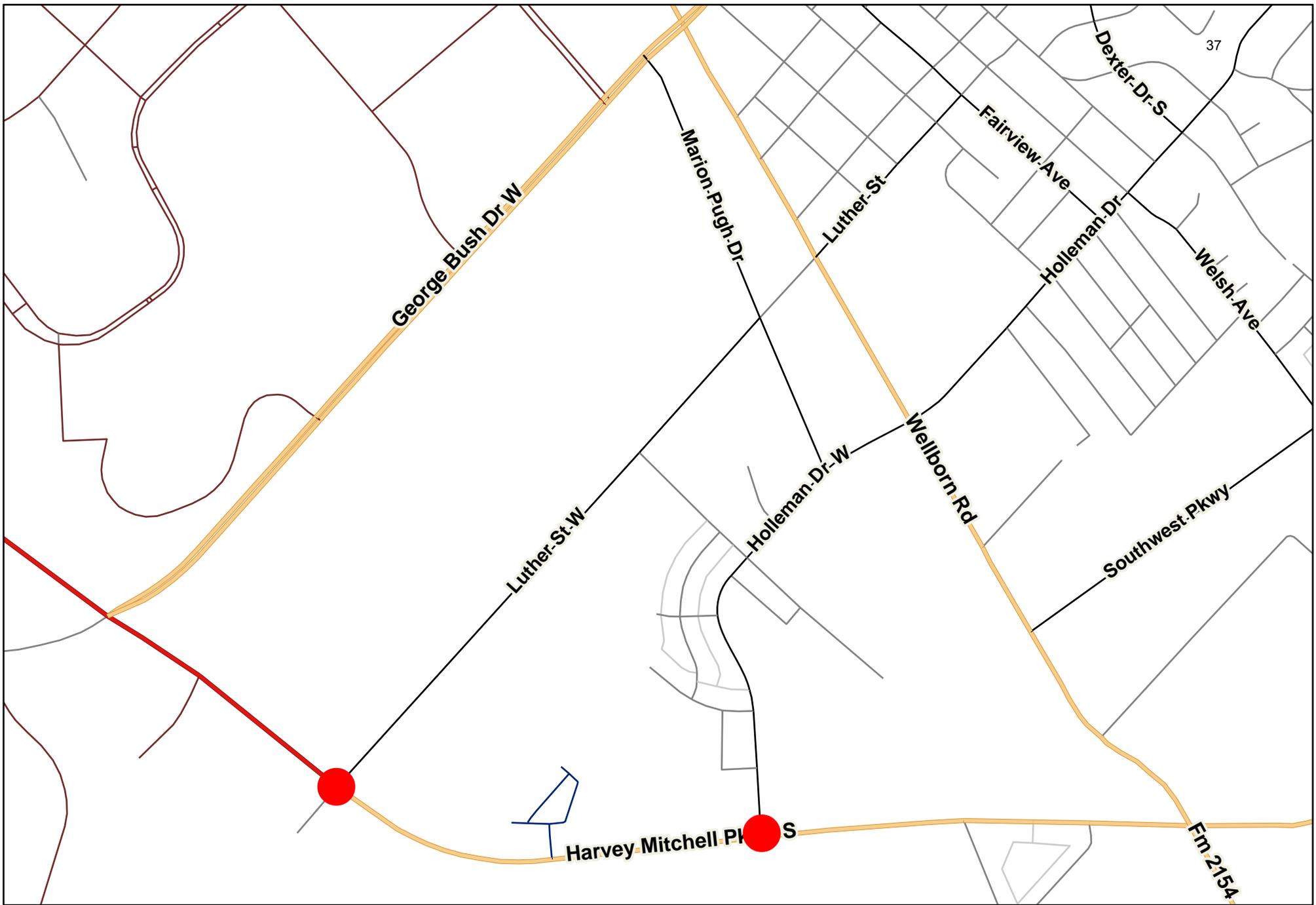
Connie Hooks, City Secretary

Ron Silvia, Mayor

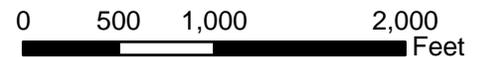
APPROVED:



City Attorney



Holleman Drive and Luther Street Roadway Improvements



**October 12, 2006
Consent Agenda Item
Investment Policy/Strategy Resolution**

To: Glenn Brown, City Manager
From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy and Investment Strategy.

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

Summary: The Public Funds Investment Act requires an annual review and approval of the City's investment policy and investment strategies. The Act further requires the following:

- (1) that the governing body adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies, and
- (2) that the written instrument so adopted records any changes to either the investment policy or investment strategies.

Staff proposes no changes to the existing investment strategy.

The proposed changes to the investment policy deal with changing references from the Director of Finance and Strategic Planning to the Chief Financial Officer.

Budget & Financial Summary: None

Attachments:

Investment Policy
Investment Strategy
Resolution

Investment Policy for the City of College Station

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), prescribes that each City is to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

I. POLICY

It is the policy of the City of College Station, Texas ("City") to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all federal, state and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all the financial assets held by the City. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund	Special Revenue Funds
Debt Service Fund	Capital Projects Funds
Enterprise Funds	Internal Service Funds
Trust Funds	

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. STANDARD OF CARE

Investments shall be made with the judgement and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for

speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. OBJECTIVE

The primary objectives of the City’s investment activities shall be (in order of priority):

Safety of Principal

Safety of Principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Liquidity

The City’s investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

Yield

The City’s investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City’s risk constraints and the cash flow characteristics of the portfolio.

V. DELEGATION OF INVESTMENT AUTHORITY

The Chief Financial Officer or his Designee is designated the City’s Investment Officer. The Investment Officer shall be responsible for the investment of funds consistent with this Policy, and shall have the authority necessary to carry out such responsibilities. An investment committee consisting of the Investment Officer and at least two other staff members designated by the City Manager will also be formed. This committee will be responsible for selecting eligible broker/dealers and reviewing and updating the investment policy annually. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

VI. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales.

VII. CASH FLOW ANALYSIS

Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow analysis will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include “primary” or regional dealers that qualify under SEC rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification which shall include the following:

- An audited financial statement for the most recent period.
- Proof of certification by the National Association of Securities Dealers (NASD).

- Proof of current registration with the State Securities Commission.
- A signed certificate stating they have read the City's investment policy.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Investment Committee.

A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City invests.

IX. AUTHORIZED INVESTMENTS

Acceptable investments under this policy shall be limited to the instruments as described by the Government Code; Chapter 2256, Sections 2256.009 through 2256.011 and Sections 2256.013 through 2256.016 of the PFIA, which include:

- A. Obligations of the United States Government, its agencies and instrumentality's
- B. Direct obligations of this state or its agencies and instrumentality's
- C. Certificates of deposit
- D. Repurchase agreements and reverse repurchase agreements
- E. Commercial paper
- F. Mutual funds
- G. Guaranteed investment contracts
- H. Investment pools

X. SECURITY PURCHASES/TRADES

Securities will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment. New securities still in syndicate and priced at par may be purchased without competitive offers.

XI. COLLATERALIZATION

Collateralization will be required on two types of investments: certificates of deposit and repurchase (and reverse repurchase) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest.

The City chooses to limit collateral to the following:

- Obligations of the United States Government, its agencies and instrumentality's, and government sponsored enterprises.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted.

XII. SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a Delivery-Versus-Payment (DVP) basis, with the exception of investment pool funds and mutual funds. Securities will be held by a third party custodian designated by the Investment Officer and evidenced by safekeeping receipts.

XIII. DIVERSIFICATION

With the exception of U.S. Treasury securities and authorized pools, no more than 30% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. Additionally, total Federal Agency securities will not exceed 70% of the total portfolio.

XIV. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two years or less.

XV. INTERNAL CONTROL

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

XVI. PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Given the passive investment strategy of the City, the benchmark to be used by the Investment officer to determine whether market yields are being achieved shall be the U.S. Treasury with a maturity that most closely matches the portfolios dollar-weighted average maturity.

XVII. REPORTING

The Investment Officer shall provide to the City Council quarterly investment reports that provide a clear picture of the status of the current investment portfolio. The management report should include:

- Comments on the fixed income markets and economic conditions.
- Discussion regarding restrictions on percentage of investment by categories.
- Possible changes in the portfolio structure going forward and thoughts on investment strategies.

Schedules in the quarterly report should include the following:

- A listing of individual securities held at the end of the reporting period.
- Average life and final maturity of all investments listed.
- Coupon, discount or earnings rate.
- Par value, Amortized Book Value and Market Value.
- Percentage of the Portfolio Represented by each investment category.

The report prepared by the Investment Officer in compliance with this section shall be formally reviewed by an independent auditor as provided under Section XV of this policy.

XVIII. INVESTMENT TRAINING

The Chief Financial Officer and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;

- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio*, and compliance with the PFIA; and
- attend a training session once every two years and receive not less than 10 hours of training from an independent source approved by the governing board or a designated investment committee.

XIX. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

Investment Strategy for the City of College Station

The City of College Station will pursue a passive investment strategy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the investment officer will attempt to follow a ladder strategy to ensure that the portfolio will have at least one investment maturing every month. Investment priorities are as follows:

1. Suitability - Any investment allowed under the Investment Policy is suitable.
2. Preservation and Safety of Principal - Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
3. Liquidity - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.
4. Marketability - Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.
5. Diversification - The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.
6. Yield - The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY AND INVESTMENT STRATEGY FOR FISCAL YEAR 2007 AND AUTHORIZING ITS IMPLEMENTATION.

WHEREAS, the goal of the City of College Station is to create an Investment Policy to insure the safety of all funds entrusted to the City, while making available those funds for the payment of all necessary obligations of the City, and providing for the investment of all funds not immediately required in interest bearing securities; and

WHEREAS, the safety of the principal invested shall always be the primary concern of the City of College Station; and

WHEREAS, the management of monies in order to insure maximum cash availability and maximum yields on a short term investment is a primary goal of the City of College Station; and

WHEREAS, the Investment Policy for Fiscal Year 2007 designates the Chief Financial Officer or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds; and

WHEREAS, the Investment Policy FOR Fiscal Year 2007 contains the City's Collateral Policy as required pursuant to Texas Government Code, Chapter 2257.

WHEREAS, the City Council of the City of College Station has reviewed the City's Investment Policy for Fiscal year 2007 and the City's Investment Strategy for the Fiscal Year 2007; 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 City's Investment Policy and the Investment Strategy for Fiscal Year 2007.

PART 2: That the City Council hereby approves the designation of the Chief Financial Officer or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds consistent with the City's Investment Policy.

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

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

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

**October 12, 2006
Consent Agenda
Hot Mix Asphalt Annual Price Agreement**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion and possible action regarding award of bid #07-03 to Young Contractors, Inc. to provide Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$547,800.00 (\$49.90 per ton). A secondary contract is requested for the provision of this material by the second bidder, Brazos Valley Services in an amount not to exceed \$66,000 (\$60 per ton) only in emergency situations when Young Contractor is unable to provide material.

Recommendation(s): Staff recommends approval of the bid award to Young Contractors and a secondary award to Brazos Valley Services.

Summary: Young Contractors, Inc. submitted the lower of two bids for an annual price agreement to provide Type D Hot Mix Asphalt for the maintenance of streets in the City. The recommended bid amount from Young Contractors, Inc. is \$547,800.00. Brazos Valley Services submitted the second bid in the amount of \$660,000.00. The cost per ton has increased 78% (from \$28.00 to \$49.90) since FY05 due to the increased cost of asphaltic cement products. The contract supports maintenance operations in the Street Maintenance Division.

This bid was a cooperative effort with the City of Bryan.

Budget & Financial Summary: Funding is available in the operating budget of the Street Maintenance Division.

Attachments: Tabulation of Bid 07-03

October 14, 2006
Consent Agenda
Approval of Economic Development Agreement with RADAKOR, L.L.C.

To: Glenn Brown, City Manager

From: Terry L. Childers, Deputy City Manager

Agenda Caption: Presentation, possible action, and discussion regarding Economic Development Agreement with RADAKOR, L.L.C.

Recommendation(s): The Council is requested to approve the Economic Development Agreement as presented.

Summary: One of the City Council's major priorities is the redevelopment of the Northgate District. The recommended Economic Development Agreement with RADAKOR, L.L.C. provides economic development incentives in the amount of \$900,000 to encourage the redevelopment of Northgate District. The agreement will provide incentives to develop both residential and non-residential development to achieve specific goals of the Northgate Redevelopment Plan – mixed use development. The EDA requires a minimum of 25,000 square feet of non residential and provides additional incentives to construct non-residential beyond the required 25,000 square feet. In no event, will the City provide more than \$900,000 in incentives under the EDA.

The EDA also provides for the reimbursement to the developer (up to \$65,000) to relocate a wastewater line (currently on the developers property) into the public right of way in advance of the Stasney and Tauber street improvement projects in Northgate. The wastewater line will be relocated in accordance with City plans and specifications and we will use the City's bidding procedure to identify the contractor. The Developer will enter into a contract with the lowest responsible bidder selected by the City. We are proposing to enter into this agreement to facilitate the developers phasing of the work on his property to meet a October 2007 deadline.

Budget & Financial Summary: Funding for the Economic Development agreement is proposed to come from the Economic Development Fund in FY 08, FY 09 and FY 10. The incentive will be paid over a 3 year period beginning in FY 08 not to exceed a total of \$900,000. Reimbursement for the wastewater line relocation up to \$65,000 is budgeted in the CIP budget for Stasney/Tauber roadway improvements.

Attachments: RADAKOR, L.L.C. EDA Agreement

**GRANT AGREEMENT BETWEEN THE
CITY OF COLLEGE STATION
AND
RADAKOR, L.L.C.**

This Agreement is entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home-rule municipal corporation organized under the laws of Texas (hereinafter referred to as "CITY") and Radakor, L.L.C., a Texas Limited Liability Company (hereinafter referred to as "DEVELOPER").

WHEREAS, CITY is authorized and empowered under applicable Texas law to aid in the development of commercial enterprises and redevelopment projects within the geographic boundaries of the CITY by offering economic and other incentives to prospective new, developing, and expanding businesses; and

WHEREAS, CITY actively seeks economic development prospects in College Station through its establishment of an Economic Development Office in College Station and participation in and establishment of other nonprofit economic development corporations; and

WHEREAS, CITY has targeted the Northgate District as a redevelopment district; and

WHEREAS, CITY has determined that certain conditions including aging infrastructure, dilapidated structures, and the difficulty in assembling property exist in the Northgate District that increase development costs and create barriers to redevelopment; and

WHEREAS, DEVELOPER is redeveloping properties located within the Northgate District of College Station for use as multi-family, office, commercial, and/or mixed-use developments; and

WHEREAS, DEVELOPER has expressed its intent and desire to locate at multiple sites in the Northgate District; and

WHEREAS, CITY provides cash incentives for use in attracting redevelopment projects within the CITY that are qualified economic development prospects; and

WHEREAS, CITY considers DEVELOPER to be a qualified economic development prospect that will redevelop property, add capital investment, generate sales tax, and meet the goals of the Northgate Redevelopment Implementation Plan.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises hereinafter set forth, the Parties represent and agree as follows:

1. Definitions

For the purposes of this Agreement, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning.

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

1.2 **Certificate of Occupancy:** As defined in SECTION 110 OF THE INTERNATIONAL BUILDING CODE, 2003 EDITION AS ADOPTED AND AMENDED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION.

1.3 **Economic Incentives:** Consist of the following:

1.3.1 Cash Incentives:

A cash grant to DEVELOPER, not to exceed a total of \$900,000.00, to subsidize and incent redevelopment in the Northgate District as more fully described in Sections 2.1 and 3.

1.3.2 Reimbursement:

An amount, not to exceed a total of \$65,000.00, to reimburse DEVELOPER for the actual cost to relocate a wastewater line located between Tauber Street and Stasney Street as more specifically described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes. Such reimbursement shall be made pursuant to the requirements within this Agreement.

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

1.5 **Project:** Redevelopment in the Northgate District by DEVELOPER of Redevelopment Property including the Improvements described in Sections 1.7, 3, and elsewhere herein, consisting of multi-family, retail, office, commercial, and/or mixed-use developments. The Project is comprised of various individual Redevelopment Projects as defined below.

1.6 **Redevelopment Property:** Various tracts of real property owned and to be developed by DEVELOPER as part of the Project, such tracts located in the Northgate District, Zoning Districts NG-1-2-3, in the City of College Station, Texas, as more fully described in the Project Plan attached hereto as Exhibit "B", and incorporated herein by reference for all purposes. The Project Plan may be modified to add additional tracts of redevelopment Property with the approval of the CITY. Such modified Project Plans will be incorporated herein for all purposes. Redevelopment of each tract of Redevelopment Property is referred to herein individually as a "Redevelopment Project".

1.7 **Improvements:** All enhancements to Redevelopment Property including, but not limited to, Facilities, infrastructure improvements, inventory, supplies, furniture, fixtures and equipment, and assets to be located on Redevelopment Property as part of the Project.

1.8 **Facilities:** Those structures constructed on Redevelopment Property for which a building permit is required. In order to be defined as a Facility, and be eligible for Cash Incentives as provided in Sections 1.3.1, 2.1, and 3, the Facility must have a minimum Building Permit Value of \$500,000.00. The capital investment for the Facilities are described in Section 3.1 hereinbelow.

1.9 **Building Permit Value:** Value of Facilities as indicated on the City's Building Permit Application and determined reasonable by the City's Building Official.

1.10 **Non-Residential Construction:** Facilities constructed as a part of the Project which are office, retail, or commercial in their design and use. For those Facilities that are mixed-use developments, only that portion devoted to office, retail or commercial design and use will be Non-Residential Construction.

1.11 **Northgate District:** That area of the City of College Station, Texas, that is bound by Wellborn Road, University Drive, South College Avenue, and Bryan City Limits.

2. CITY's Incentive Package, Obligations and Representations

2.1. Cash Incentives

2.1.1 CITY agrees to fund an economic development grant to provide Cash Incentives to DEVELOPER as authorized by CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE (VERNON 2005). The grant will consist of the Cash Incentives specified in Sections 1.3 and 3.

2.1.2 The Cash Incentives will be paid to DEVELOPER as provided in Section 3.2 herein. The total Cash Incentives for the Project shall, under no circumstances, exceed a total of \$900,000.00.

2.1.3 The payment of Cash Incentives will be granted to DEVELOPER for each Facility on condition that and only after the requirements established in this Section and Sections 3 and 5 hereinbelow as well as any other requirements specified in this Agreement or in any applicable City of College Station Code of Ordinances (collectively, the “Requirements”) have been fulfilled by DEVELOPER.

2.1.4 CITY agrees to pay to DEVELOPER the Cash Incentives set forth in this Section and Sections 1.3 and 3 within thirty (30) calendar days of satisfaction of the Requirements as provided herein.

2.2 Reimbursement

2.2.1 CITY agrees to reimburse DEVELOPER an amount, not to exceed \$65,000.00, for the actual cost to relocate a wastewater line located between Tauber Street and Stasney Street as more specifically described in Exhibit “A” on condition that and only after the requirements established in this Section and Sections 3 and 5 hereinbelow as well as any other requirements specified in this Agreement or in any applicable City of College Station Code of Ordinances (collectively, the “Relocation Requirements”) have been fulfilled by DEVELOPER.

2.2.2 CITY agrees to reimburse DEVELOPER the reimbursement set forth in this Section and Section 1.3 and as provided below. The total estimated cost of the wastewater line relocation is \$65,000.00.

3. DEVELOPER'S Obligations and Representations

3.1 Capital Investment

3.1.1 In order to qualify for the Cash Incentives specified in Section 1.3, DEVELOPER agrees to:

- (a) redevelop and obtain Certificates of Occupancy for all Facilities on or before December 31, 2013.
- (b) construct several Facilities consisting of multi-family, retail, office, commercial, and/or mixed use space. DEVELOPER agrees to construct a minimum of 25,000 square feet of Non-Residential Construction space.
- (c) The Facilities shall be constructed in accordance with all applicable laws, ordinances, regulations, and rules, including, but not limited to, the Northgate Ordinance attached hereto as Exhibit “C” and incorporated herein by reference for all purposes. The City shall

approve all Facilities proposed under this agreement based on the Project Plan attached as Exhibit “B”.

3.2 Redevelopment

3.2.1 In order to qualify for the Cash Incentives specified in Section 1.3, DEVELOPER must satisfy the Requirements including the following:

- (a) DEVELOPER anticipates that the first Redevelopment Project will consist of a multi-family residential Facility with a Building Permit Value anticipated not to exceed \$9 million. CITY will reimburse DEVELOPER at a rate of three percent (3%) of up to a total of \$9 million Building Permit Value for this Facility. Such total reimbursement shall not exceed \$270,000.00.
- (b) DEVELOPER will construct a minimum of 25,000 square feet of Non-Residential Construction with a minimum of \$15 million Building Permit Value as part of the Project. Cash Incentives for the 25,000 square feet of Non-Residential Construction will be reimbursed as follows:
 - First \$2.4 million Building Permit Value – 3.5% of Building Permit Value
 - Next \$3.0 million Building Permit Value – 3.75% of Building Permit Value
 - Next \$4.5 million Building Permit Value – 4.0% of Building Permit Value
 - Next \$5.1 million Building Permit Value – 4.5% of Building Permit Value
- (c) Notwithstanding subsection (a) above, the CITY will reimburse DEVELOPER three percent (3%) of the Building Permit Value for any residential construction in excess of the first \$9 million residential Building Permit Value. The CITY will reimburse DEVELOPER four and one-half percent (4.5%) of the Building Permit Value for any Non-residential Construction in excess of that required in subsection (b) above. The CITY’s total Cash Incentives under this section will not exceed a total of \$900,000.00 as committed in Section 1.3 herein.
- (d) DEVELOPER’s receipt of a Certificate of Occupancy for a Facility in a Redevelopment Project;

- (e) DEVELOPER's receipt of a Certificate of Acceptance issued by the City Engineer for any infrastructure constructed and dedicated to the City by DEVELOPER in a Redevelopment Project;
- (f) After receipt of Certificate of Occupancy and Certificate of Acceptance, that DEVELOPER opens the Redevelopment Project for business to the general public within thirty (30) calendar days; and
- (g) DEVELOPER provides to the CITY, for each Facility, a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the DEVELOPER has been notified.

3.3.2. DEVELOPER shall submit a written application for payment of Cash Incentives within thirty (30) calendar days after both issuance of Certificate of Occupancy and Certificate of Acceptance for a Redevelopment Project. CITY will pay Cash Incentives for that Redevelopment Project in one payment within thirty (30) calendar days after receipt of a complete written application for payment from DEVELOPER.

3.3 Wastewater Line Relocation (“Relocation Project”)

3.3.1 In order to qualify for the Reimbursement specified in Section 1.3, DEVELOPER must satisfy the Relocation Requirements including the following:

- (a) DEVELOPER will submit to CITY its engineer's plans and cost estimate of the improvements on or before December 31, 2006, for CITY's comments and approval;
- (b) Final completion of the improvements in accordance with the approved plans;
- (c) Issuance of Certificate of Acceptance to verify that all inspections/tests and subsequent repairs are complete;
- (d) Dedication to the City of public utility easements, both off-site and on-site, satisfactory to the CITY either by plat or by separate instrument prepared by CITY;
- (e) A current title report dated within thirty (30) days of easement dedication or Certificate of Acceptance, whichever occurs later;
- (f) Lien releases or subordinations from all lenders as required by CITY; and
- (g) Completion of the Project.

3.3.2 DEVELOPER shall submit a written application for reimbursement within thirty (30) calendar days after completion of the Project. CITY will reimburse actual costs

in one payment within thirty (30) calendar days after receipt of a complete written application for reimbursement from DEVELOPER.

3.4 No later than December 31, 2006, DEVELOPER shall dedicate to the CITY as right-of-way that parcel of land lying and being situated in College Station, Brazos County, Texas, said tract being a portion of Lot 4, Block 22, W.C. Boyett estate partition, according to the plat recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas, as more particularly described in Exhibit "C", attached hereto and incorporated herein by reference for all purposes. The dedication shall be by separate instrument prepared by the CITY.

4. Term

The term of this Agreement is from the Effective Date through December 31, 2013.

5. Reporting Requirements

5.1. Reports

5.1.1 DEVELOPER shall submit to the CITY any and all information or reports requested to verify that the DEVELOPER has met all obligations as specified in Sections 2 and 3. The submission of these reports and information shall be the responsibility of DEVELOPER and shall be signed by DEVELOPER's general partner.

5.1.2 DEVELOPER shall submit the information and/or reports required herein on or before the day that is ten (10) days after the earlier of: (i) the date the DEVELOPER opens a Facility for business; or (ii) the date on which the information and/or reports are requested in writing by the CITY. If DEVELOPER fails, within thirty (30) days after CITY makes the written request, to submit the information and/or reports, then DEVELOPER shall be ineligible to receive the Economic Incentives specified in Section 1.3 and CITY's obligation to grant the Economic Incentives shall terminate without any liability.

5.1.3 All submittals in this Section shall be to the Director of Economic Development.

6. Compliance with Applicable Laws

DEVELOPER will remain in compliance with all applicable laws, rules and regulations including without limitation, all applicable environmental laws, rules and regulations during the term of this Agreement.

7. Default

7.1 DEVELOPER Default

7.1.1 If DEVELOPER defaults in any material term or condition of this Agreement, then CITY shall not be obligated to approve or disburse the Economic Incentives specified under this Agreement unless such default is cured by the defaulting party promptly but not more than thirty (30) days after the occurrence of said default, unless such cure will reasonably take more than thirty (30) days, in which case the CITY shall approve additional time to cure the default upon submission of a plan and schedule to promptly cure the default within a reasonable time, and provided the party commences the cure within a sixty (60) day period. City Manager is authorized to extend the cure period as stated in this Section. In no event shall this Section 7 be construed to extend the time of this Agreement beyond the term specified in this Agreement and the parties acknowledge and agree that a default shall not extend the time for performance or cure beyond the end of the term specified in Section 4.

7.1.2 A material breach by DEVELOPER consists of, but is not limited to, any of the following individual or cumulative events: failure of DEVELOPER to complete the Project; failure of DEVELOPER to meet the requirements outlined in Section 3; failure of DEVELOPER to comply with all laws, codes and ordinances relating to the construction of the infrastructure and improvements that constitute the subject matter of this Agreement; failure of DEVELOPER to meet the requirements for the receipt of a Certificate of Occupancy for all Improvements on or before December 31, 2013; failure to have lease space available for lease in all Facilities on or before December 31, 2013; failure to obtain a Certificate of Acceptance for any infrastructure improvements; submittal of any information that DEVELOPER knows or should know is incorrect at the time of its submittal to the CITY; any material misrepresentation of fact concerning the subject matter of this Agreement.

7.1.3 CITY shall give to DEVELOPER written notice of any default of DEVELOPER. If DEVELOPER has not received grant funds, DEVELOPER shall have the right, but not the obligation, to cure the default as provided herein.

7.1.4 Except as expressly set forth in this Agreement, in the event DEVELOPER fails to cure any default under this Agreement within the notice and cure periods set forth in Section 7.1.1 hereof, then CITY's sole and exclusive remedy shall be to withhold payment of any remaining Economic Incentives. In no event shall DEVELOPER be liable to CITY for any consequential damages as a result of any breach or default under this Agreement.

7.2 CITY Default

In the event that CITY materially breaches its obligation to disburse the Economic Incentives to DEVELOPER under this Agreement, and Developer is not in default, DEVELOPER, at its option, may terminate this Agreement, and DEVELOPER may thereafter pursue its remedies available at law. In no event shall CITY be liable to DEVELOPER for any consequential damages as a result of any breach or default under this Agreement. If DEVELOPER is in default, DEVELOPER may only terminate this Agreement without further liability.

8. Indemnity

DEVELOPER agrees to and shall indemnify and hold harmless and defend 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 reasonable expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, for damage to any property, or its failure to abide by all applicable environmental laws, rules and regulations arising out of or in connection with DEVELOPER's operation and construction of Improvements contemplated by this Agreement.

9. Release

DEVELOPER releases, relinquishes and discharges the CITY, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of, any person (whether they be either of the parties hereto, their employees or other third parties) and any loss of or damage to property (whether property of either of the parties hereto, their employees, or of third parties) or their respective failure to abide by all applicable environmental laws, rules and regulations that is caused by or alleged to be caused by, arising out of, or in connection with DEVELOPER's operation of or construction of Improvements contemplated by this Agreement.

By entering into this Agreement, the City does not consent to suit, waive its governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act.

10. Assignment

10.1 This Agreement may not be assigned by DEVELOPER without the express consent of the College Station City Council. Assignment for the purposes of this Agreement means any change in ownership in whole or in part. This Agreement shall be binding on DEVELOPER's heirs, assignees, and successors-in-interest. Any assignee must have a net worth equal to or greater than the DEVELOPER for the purpose of developing the Project in accordance with this

Agreement as of the date of execution of this Agreement. An authorized assignment within the term of this Agreement shall not relieve the DEVELOPER of performance under this Agreement.

10.2 DEVELOPER shall have the right, upon written notice to, but without consent of the CITY, to assign its rights and obligations hereunder to a new Texas limited liability corporation to be formed by DEVELOPER provided that the assignee has a net worth equal to or greater than the DEVELOPER for the purpose of developing the Project in accordance with this Agreement and provides documentation verifying same to CITY. An authorized assignment within the term of this Agreement shall not relieve the DEVELOPER of performance under this Agreement.

10.3 Any assignee must unconditionally agree in writing to assume all rights and obligations under this Agreement. No consent given by CITY to any transfer or assignment of DEVELOPER's rights or obligations hereunder shall be construed as consent to any other transfer or assignment.

11. Invalidity

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

12. Written Notice

All notices required by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

To DEVELOPER: RADAKOR, L.L.C.
 1710 Droxford
 Houston, TX 77008
 Attn: Sheila Klein, Manager

Copy to: Dale O'Reilly
 Manager
 10777 Westheimer, Suite 1125
 Houston, TX 77042

18. 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 any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

19. Representation

DEVELOPER represents and warrants that no member of the College Station City Council has an interest in the Property, and that the Property is not owned or leased by any member of the College Station City Council. DEVELOPER further represents and warrants that no member of the College Station City Council is under contract either directly or indirectly with DEVELOPER or its agents, contractors or subcontractors. This representation and warranty shall be in effect for the full term of this Agreement.

20. Construction

The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

RADAKOR, LLC

CITY OF COLLEGE STATION, TEXAS

By: _____

By: _____
Ron Silvia, Mayor
Date: _____

ATTEST:

Connie Hooks, City Secretary
Date: _____

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
 COUNTY OF BRAZOS §

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

Given under my hand and seal of office on this the _____ of _____, 2006.

Notary Public in and for the
 State of Texas

EXHIBIT A

EXHIBIT B

EXHIBIT C

October 12, 2006
Consent Agenda
Municipal Cemetery/Aggie Field of Honor Master Plan Design Contract

To: Glenn Brown, City Manager

From: Steve Beachy, Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion awarding a design contract (Contract No. 06-263) to the most qualified firm Edwards and Kelcey, Inc. in the amount of \$183,656.00, for the development of a master plan for the new municipal cemetery and Aggie Field of Honor project (Project Number GG9905).

Recommendation(s): Staff recommends approval of the contract with Edwards and Kelcey, Inc. The Cemetery Advisory Committee was involved in the selection process and supports this recommendation.

Summary: Requests for Qualifications were solicited from July 3 through July 26, 2006, for the development and approval of a Master Plan for the new 56 acre Municipal Cemetery/Aggie Field of Honor project (Project Number GG9905). In addition to the Master Plan, the design development and approval, preparation of construction and bidding documents, preparation and filing of plats, and construction management phases related to development of Phase I of the project were included.

Five (5) proposals were received and ranked by a selection committee composed of the nine (9) members of the Cemetery Advisory Committee and two (2) Parks and Recreation Department staff members. Edwards and Kelcey, Inc. was the top choice of the selection committee which met on August 9, 2006 and was approved by a unanimous vote (David Chester absent).

During negotiations with Edwards and Kelcey, Inc. it was determined that the best course of action would be to contract for the development and approval of the Master Plan for the 56 acre site independently of Phase I of the project. The Master Plan will include a phasing plan for the entire site.

Once the location and scope of Phase I is better understood, a separate contract will be negotiated with Edwards and Kelcey. This second contract will be for the development of construction and bidding documents, preparation and filing of plats, and the construction management of the Phase I project. This approach will provide more accurate pricing on Phase I once the scope of the project is clearly defined.

Budget & Financial Summary: Funds in the amount of \$3,910,000 are budgeted for this project (GG9905) in the General Government Capital Improvements Fund. Funds in the amount of \$1,482,130.45 have been expended or committed to date, primarily for land acquisition, leaving a balance of \$2,427,869.55 for the Master Plan and the design and construction of the Phase I project.

Attachments:

- 1) Cemetery Committee minutes dated August 9, 2006
- 2) Contract #06-263

**City of College Station
Cemetery Advisory Committee
Special Meeting Minutes
Wednesday, August 9 2006
College Station Conference Center
1300 George Bush Drive
4:00 p.m.**

Staff Present: Ross Albrecht, Forestry and Urban Landscape Manager; Eric Ploeger, Assistant Director - Parks & Recreation Department; Pamela Springfield, Staff Assistant; Wanda Mason, Secretary – City Secretary's Office.

Members Present: Sarah Adams, Chairperson; Weldon Kruger, Joe Wallace, Don Braune (alternate), James Batenhorst, Kevin Myers, Randy Matson, R.C. Slocum, and Virginia Reese

Members Absent: David Chester

1. **Call to order.** The meeting was called to order at 4:00 p.m., by Sarah Adams, Chair.
2. **Oath of Office for new and returning Cemetery Advisory Committee Members.** Wanda Mason from the City Secretary's Office administered the Oath of Office for new member R.C. Slocum.
3. **Possible action and discussion of absentee requests.** No requests for absence had been submitted, therefore, no action was taken.
4. **Presentation, possible action, and discussion regarding ranking on Statements of Qualifications for Cemetery Design Service (SOQ).** The numbers ranking the design firms who had submitted an SOQ were collected from Ross Albrecht, Eric Ploeger, and all of the members present. These numbers were tabulated and *Edwards and Kelcey* was ranked as the number one choice, with *PBS&J* ranked as the second choice. *BRW* was ranked third; *Joe Orr/Land Design Group* was ranked fourth; and, *Peter J. Smith & Company* was ranked as the fifth choice. (See attached rankings.)

R. C. Slocum moved to accept the votes and rankings as tabulated by the Cemetery Committee and presented to the City; and, for the City to proceed with negotiations in the order of ranking. The vote was seconded by Kevin Meyers. The vote was called and the motion passed unanimously.

5. **Adjourn.** Weldon Kruger made a motion to adjourn the meeting and Don Braune seconded the motion. The vote was called. All were in favor, and the meeting adjourned at 4:50 p.m.

City of College Station

PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and Edwards and Kelcey, a New Jersey corporation (the "Contractor"), whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay the Contractor for those services.

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in paragraph 2.01 hereinbelow, the Contractor agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Municipal Cemetery Master Plan Design Services (the "Project").
- 1.02 In consideration for a reduction in the surveying fees herein incorporated in this contract, the City agrees to shred the grass on the property and to remove the underbrush along the northeast side (old mobile home site).

**ARTICLE II
Payment**

- 2.01 In consideration of the Contractor's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Contractor according to the terms set forth in **Exhibit "B"**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **One Hundred Eighty Three Thousand Six Hundred Fifty Six dollars and 00/100 Dollars (\$183,656.00)**.

**ARTICLE III
Time of Performance and Construction Cost**

- 3.01 The Contractor shall complete the professional services within the times set forth below. The Contractor shall exercise a degree of care and diligence in the performance of all services under this Contractor in accordance with the professional standards prevailing among Contractors in the location in which Contractor practices or College Station, Texas, whichever is the higher standard, skilled in design for projects of similar scope, and all of the Contractor services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.

Conceptual Design: 130 calendar days after the authorization to commence planning

- 3.02 All design work and other professional services provided under this Contract must be completed by the following date: March 31, 2007.
- 3.03 **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. Promptly after the execution of this Contract, the Contractor shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Contractor's services to meet the City's project milestone dates which are included in this Contract. The Contractor's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Contractor has control shall not be exceeded without written approval from the City.
- 3.04 The Contractor's services consist of all of the services required to be performed by Contractor, Contractor's employees and Contractor's consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Contractor shall contract and employ at his expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.05 The Contractor shall designate a principal of the firm reasonably satisfactory to the City who shall, so long as employed by Contractor and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.06 Contractor shall be responsible for the coordination of all drawings and design documents relating to Contractor's design and used on the Project, regardless of whether such drawings and documents are prepared by Contractor. Contractor shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Contractor and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.07 Contractor's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Contractor's best judgment as a design professional familiar with the construction industry.
- 3.08 The construction budget for this Project, which is established as a condition of this Contract is **to be determined**. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV Conceptual Design

- 4.01 Upon the Contractor's receipt from the City of a letter of authorization to commence planning, the Contractor shall meet with the City for the purpose of determining the nature of the Project. The Contractor shall inquire in writing as to the information he believes the City may have in its possession that is necessary for the Contractor's performance. The City shall provide the information within its possession that it can make available to the Contractor. The City shall designate a representative to act as the contact person on behalf of the City.
- 4.02 The Contractor shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal Projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Contractor shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Contractor shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Contractor shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Contractor shall confirm that the Project can be designed and constructed for the dollar amount of the project budget, if applicable.
- 4.03 The Contractor shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Contractor shall meet with City staff and the City Council to make a presentation of his report.

ARTICLE V Change Orders & Documents & Materials

- 5.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 5.02 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 2 of this Contract by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two 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.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the

Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

- 5.03 The Contractor shall furnish the City ten (10) sets of the Master Plan and electronic media (CD) format. Electronic file formatting to be determined at the time of delivery. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Contractor shall provide the City zero(0) sets of reproducible, mylar-record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Contractor. The Contractor shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Contractor. The foregoing documentation, the Contractor's work product, and other information in the Contractor's possession concerning the Project shall be the property of the City from the time of preparation. The Contractor shall also furnish one set of digital files representing the final Master Plan.

ARTICLE VI Warranty, Indemnification & Release

- 6.01 As an experienced and qualified design professional, the Contractor warrants that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Contractor warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.
- 6.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.
- 6.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the

- Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.
- 6.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 6.05 **Indemnity.** The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.
- 6.06 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 10.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.
- 6.07 **Release.** The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release

shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE VII

Insurance

- 7.01 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 VIII

Use of Drawings, Specifications and Other Documents

- 8.01 The Drawings, Specifications and other documents prepared by the Contractor and Contractor's consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Contractor's Drawings, Specifications and other documents.
- 8.02 The documents prepared by Contractor may be used as a prototype for other facilities by the City. The City may elect to use the Contractor to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the Contractor is obligated to perform the work for an additional compensation that will fairly compensate the Contractor and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect will be entitled to use Contractor's consultants on the same basis that Contractor would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Contractor will not be responsible for errors and omissions of a subsequent architect. The Contractor shall commit its consultants to the terms of this subparagraph.
- 8.03 In the event of termination of this Agreement for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 8.04 Only the details of the drawings relating to this Project may be used by the Contractor on other projects, but they shall not be used as a whole without written authorization by the City. The City furnished forms, conditions, and other written documents shall not be

used on other projects by the Contractor.

**ARTICLE IX
Termination**

- 9.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.
- 9.02 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor **five (5)** calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.
- 9.03 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 because of any breach of contract and/or negligence 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 X
Miscellaneous Terms**

- 10.01 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.
- 10.02 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:

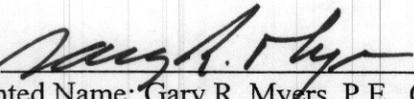
City of College Station
Attn: Ross Albrecht
P.O. Box 9960
College Station, Texas 77842

Contractor:
Edwards and Kelcey
Attn: Michael Martin
526 University Dr. East Suite 201A
College Station, TX 77840-1734

- 10.03 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.
- 10.04 This Contract represents the entire and integrated agreement between the City and the 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.
- 10.05 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.
- 10.06 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.
- 10.07 The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 10.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 10.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 10.10 **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

EDWARDS AND KELCEY

CITY OF COLLEGE STATION

By: 
Printed Name: Gary R. Myers, P.E., C.V.S.
Title: Vice President, Edwards and Kelcey, Inc.

Date: 9-29-06

By: _____
Ron Silvia, Mayor

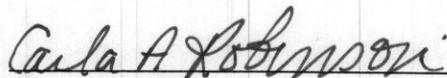
Date: _____

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

Glenn Brown, City Manager
Date: _____


Carla A. Robinson
City Attorney
Date: _____

Jeff Kersten, Chief Financial Officer

Exhibit "A"
Scope of Services

EXHIBIT "A"
CEMETERY DESIGN SERVICES PROJECT
SCOPE OF SERVICES

Cemetery Master Plan

- Gather and review available information, including boundary surveys; easements; adjacent plats; utility layouts; geotechnical, environmental, drainage, and planning studies; and right of way maps.
- Meet with the City of College Station staff to discuss project goals, requirements, schedule, budget, and deliverables. Continue coordination for the duration of the project to ensure the staff is well-informed on project progress and issues.
- Participate in initial Kickoff / Visioning Session / Goal Review Meeting with Cemetery Advisory Committee, staff, and key stakeholders.
- Perform topographic, utility, and boundary surveys to augment previous surveys and locate and measure depths of the 10" CITGO pipeline. Review and incorporate the topographic, utility, and boundary surveys into the plans.
- Participate in the Cemetery Tour
- Participate in the Design Charrette.
- Develop the Alternative Analyses.
- Assess the site constraints of the 57 acre tract and the availability, access, and easement requirements of utilities. Coordinate with City of College Station Utilities on extension of water, sanitary sewer, and electricity.
- Coordinate with CITGO pipeline on requirements for crossing 10" pipeline.
- Develop conceptual landscape, burial plot locations, amenities, roadways, irrigation system, illumination, signs and wayfinding, and structure layouts and prepare associated estimates of probable cost.
- Identify locations and propose ornamentation for gravesites to be relocated by Texas A&M to this site.
- Develop geotechnical analysis of extracted cores (15), and prepare pavement design and geotechnical report.
- Update the environmental reports for the project, if needed.
- Develop a conceptual roadway layout for an alternate access route to the oilfield facilities.
- Identify and assess demolition / removal of existing facilities (buildings, fences, slabs, tanks, ponds, etc.).
- Develop preliminary and final site plan, including structures, roadways, drainage systems, walkways, amenities, lighting, irrigation, landscaping, Aggie Field of Honor / Municipal Cemetery delineation, and plot spaces by type.
- Develop a development phasing plan of proposed improvements.
- Develop preliminary and final landscape plan.
- Prepare Structure / Building Blocking Diagram, including committal buildings, maintenance facilities, administration building, restroom facilities, columbarium, crematory, etc.
- Develop the roadway and walkway circulation diagrams.
- Prepare structure / building elevations.
- Prepare two preliminary perspective renderings (frame sketch).
- Calculate conceptual quantities and develop conceptual budget estimates of probable cost.
- Prepare two final perspective renderings in color.
- Participate in the Presentation Design Charrette No.2.
- Participate in the information-gathering Public Meeting after the Design Charrette.
- Participate in monthly meetings (4) with Cemetery Advisory Committee and City Staff; Summarize discussions.
- Develop and maintain a project internet website.
- Develop a Master Plan for the both the municipal portion and Aggie Field Of Honor portion of the cemetery.
- Present the Master Plan to City Council and President Robert Gates of Texas A&M at a joint meeting.
- Prepare a site due diligence report summarizing the analyses and review with City staff.

Exhibit "B"**Payment Terms**

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below as a percentage of work completed and upon completion of the services and written acceptance by the City.

Estimated Schedule of Payment for each phase:

November 2006:	\$16,000.00
December 2006:	\$48,600.00
January 2007:	\$43,000.00
February 2007:	\$41,000.00
March 2007:	\$35,056.00

Exhibit "C"
Insurance Requirements

CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$1 million** Aggregate with **\$1 million** per occurrence*

Claims made policies are *acceptable on this line of coverage**

Must have an **Extended Reporting Period Endorsement***

Pollution Liability

Coverage Limit **minimum \$1 million** or **\$5 million** depending upon DOT/TNRCC

Classification of materials being transported. (Can be endorsed onto Business Auto Liability on

form **MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability**)

Umbrella / Excess Liability

Coverage Limit **minimum** should be equal to or Greater than **\$5million** per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Exhibit "C"

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
- (d) Professional Liability

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 Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (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.

8. Professional Liability requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

Exhibit "D"

Certificate(s) of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

93
DATE (MM/DD/YYYY)
10/02/06

PRODUCER Banc of America Corp Ins 14 Commerce Drive Cranford, NJ 07016 908 272-8100	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 Edwards and Kelcey, Inc. 526 University Drive East Suite A201 College Station, TX 77840	INSURERS AFFORDING COVERAGE INSURER A: Continental Casualty INSURER B: Transportation Ins Co INSURER C: Westchester Fire INSURER D: American Casualty 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 LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C2058099241	05/01/06	05/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" 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	C2058099384	05/01/06	05/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	C2066374681 (Lead \$5M) G22040388001 (\$20M x \$5M)	05/01/06	05/01/07	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
C				05/01/06	05/01/07	
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC2071098919	05/01/06	05/01/07	<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

RE: Cemetery Design Services Project

The City of College Station, its officials, employees, and volunteers are listed as Additional Insureds for General Liability and Automobile Liability as their interest may (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of College Station
 Attn: Ross Albrecht
 P.O. Box 9960
 College Station, TX 77842

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brian Selby

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

95

appear with respect to work performed by the Named Insured on the above referenced job(s) as per the policy terms and conditions. Coverage is primary and non-contributory. Waiver of Subrogation applies as required by contract, where allowable by law.

**October 12, 2006
Regular Agenda
Castlerock 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 from Single-Family Medium Density to Office for 3.611 acres in the Castlerock Subdivision located on the north side of William D. Fitch Parkway across from Castlegate Subdivision.

Recommendation(s): The Planning and Zoning Commission recommended denial of the request (by virtue of a failed motion to approve) at their meeting on September 21, 2006. Staff also recommends denial of the Comprehensive Plan amendment.

Summary: The applicant is requesting a Comprehensive Plan amendment from Single-Family Medium Density to Office. The surrounding area is largely undeveloped and is also designated as Single-Family Medium Density on the Land Use Plan. The applicant states that the limited depth of the subject property is not conducive to single-family development. However, the P&Z Commission recently approved a preliminary plat for a residential subdivision on this property that complies with all minimum requirements for lot depths and right-of-way widths. The proposed office area is approximately 3.6 acres in size and approximately 180 feet in depth. The City's Development Policies state that commercial development should be at least 400 feet in depth to allow for onsite circulation and avoid congested traffic conditions. In addition, commercial properties should be located at points of greatest access - intersections of arterial and collector streets. There are no streets on the City's Thoroughfare Plan intersecting with William D. Fitch Parkway in this area.

There are more than 300 acres of commercially zoned property that allow for office type uses located within 3500-feet to the southeast of the subject property. To the north of the subject property, along the east side of William D. Fitch Parkway, the City's Comprehensive Plan reflects approximately 22 acres of Retail Regional which would also support an office use.

Budget & Financial Summary: N/A

Attachments:

1. Application
2. Small Area Map (SAM) and Aerial Map
3. Item Background
4. Ordinance



FOR OFFICE USE ONLY	
Case No.	<u>06175</u>
Date Submitted	<u>8/18/06</u>

1:50
PK

COMPREHENSIVE PLAN AMENDMENT APPLICATION

(Check all applicable)	<input checked="" type="checkbox"/> Land Use Amendment	<input type="checkbox"/> Thoroughfare Amendment
		<input type="checkbox"/> alignment / location
		<input type="checkbox"/> classification

The following items must be submitted by the established deadline dates for consideration:

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Two (2) copies of a fully dimensioned map on 24" X 36" paper showing: <ul style="list-style-type: none"> a. Land affected; b. Present zoning of property and zoning classification of all abutting properties; c. Current land use plan classification and proposed land use plan changes; d. Current land use classification of all abutting property; e. Current and proposed thoroughfare alignments <input checked="" type="checkbox"/> General location and address of property; <input checked="" type="checkbox"/> Total acres of property; and <input checked="" type="checkbox"/> All applicable Comprehensive Plan Amendment Request form(s) completed in full.
--

The following information must be completed before an application is accepted for review.

APPLICANT INFORMATION:

(if different from owner, a complete affidavit shall be required)

Name: DDH Investments, Inc - Wallace Phillips E-mail: _____
 Street Address: 4490 Castlegate Drive
 City: College Station State: TX Zip Code: 77845
 Phone Number: 690-7250 Fax Number: 690-1041

PROPERTY OWNER'S INFORMATION:

Name: DDH Investments, Inc E-mail: _____
 Street Address: 4490 Castlegate Drive
 City: College Station State: TX Zip Code: 77845
 Phone Number: 690-7250 Fax Number: 690-1041

COMPREHENSIVE PLAN AMENDMENT REQUEST FORM

The following is required if an amendment to the **Land Use Plan** is requested. Based on the nature and extent of the requested amendment, additional studies may be required. **Attach additional sheets if necessary.**

Current Land Use Plan designation: See attached info

Requested Land Use Plan designation: See attached info

Explain the reason for this Land Use Plan amendment: See attached info

Identify what conditions have changed to warrant a change in the land use plan designation:

See attached info

How does the requested land use designation further the goals and objectives of the City of College Station Comprehensive Plan? See attached info

Explain why the requested land use designation is more appropriate than the existing designation. See attached info

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Wallace Phillips, Mayor
Signature and Title

8-16-06
Date

**Castlerock Subdivision
Comprehensive Plan Amendment Request Form
Amendment to Land Use Plan**

Current Land Use Plan designation: *Single Family Residential – Medium Density*

Requested Land Use Plan designation: *Office*

Explain the reason for this Land Use Plan amendment: *The location and size of the tract is not conducive to single-family residential land use. The tract is only 180' in depth. The minimum depth needed for a typical single-family development is 250' (2-100' lots and a 50' right-of-way). There is also a demand for office space in this area that is not part of a large commercial development..*

Identify what conditions have changed to warrant a change in the land use plan designation: *With the expected development of approximately 300 acres of commercial development at the intersection of State Highway 40, State Highway 6 and Greens Prairie Road, there will be a demand for small office buildings which do not have to be located in large commercial tract developments with high traffic volumes. The businesses which occupy these buildings will likely rely on the adjacent residential neighborhoods for their customers and their employees.*

How does the requested land use designation further the goals and objectives of the City of College Station Comprehensive Plan: *Office uses immediately adjacent to a single-family development will allow residents the option to bike or walk instead of drive to the office buildings in this proposed development. Some residents may even work at these businesses and realize the advantage of going to work without leaving the subdivision in which they reside.*

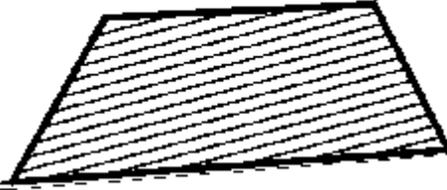
Explain why the requested land use designation is more appropriate than the existing designation: *This tract is not the proper shape for typical single-family housing with lots on both sides of a street. The tract will only adjoin residential property on one side since there is a green belt on two sides that will not be developed. With proper buffering, the office building development will have no adverse impact on the adjacent residential development. Office buildings adjacent to neighborhoods will promote pedestrian and bicycle traffic. In a similar manner, a portion of the Castlegate Subdivision was planned for non-residential uses along Greens Prairie Road; however, the Forest Ridge Elementary School now occupies most of the property that was planned for non-residential use.*

PDD

R-1

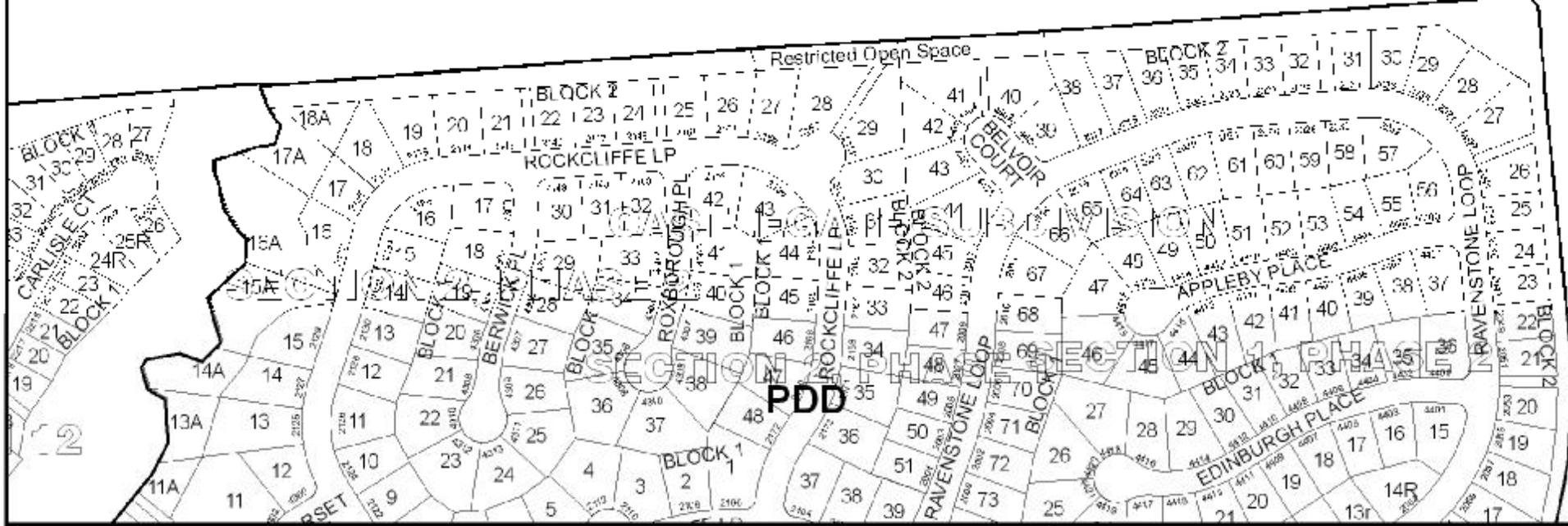
R-1

R-1



WILLIAM D. FITCH PKWY

A



DEVELOPMENT REVIEW

CASTLEROCK

Case: 06-500175

COMP PLAN



DEVELOPMENT REVIEW

CASTLEROCK

Case: 06-500175

COMP
PLAN

Item Background: The subject property was rezoned to PDD June of 2005. The Concept Plan was approved December of 2005 showing the subject property as a residential area providing a secondary emergency access. The approved uses with the PDD are single-family dwellings, public park and common areas consisting of open space, landscaped areas, greenbelts and buffers. The property was preliminary platted on September 7, 2006.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE **LAND USE PLAN**, FOR THE AREA **NORTH OF WILLIAM D. FITCH PARKWAY ACROSS FROM CASTLEGATE PHASE II**, 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 12TH day of OCTOBER, 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

City Attorney

ORDINANCE NO. _____

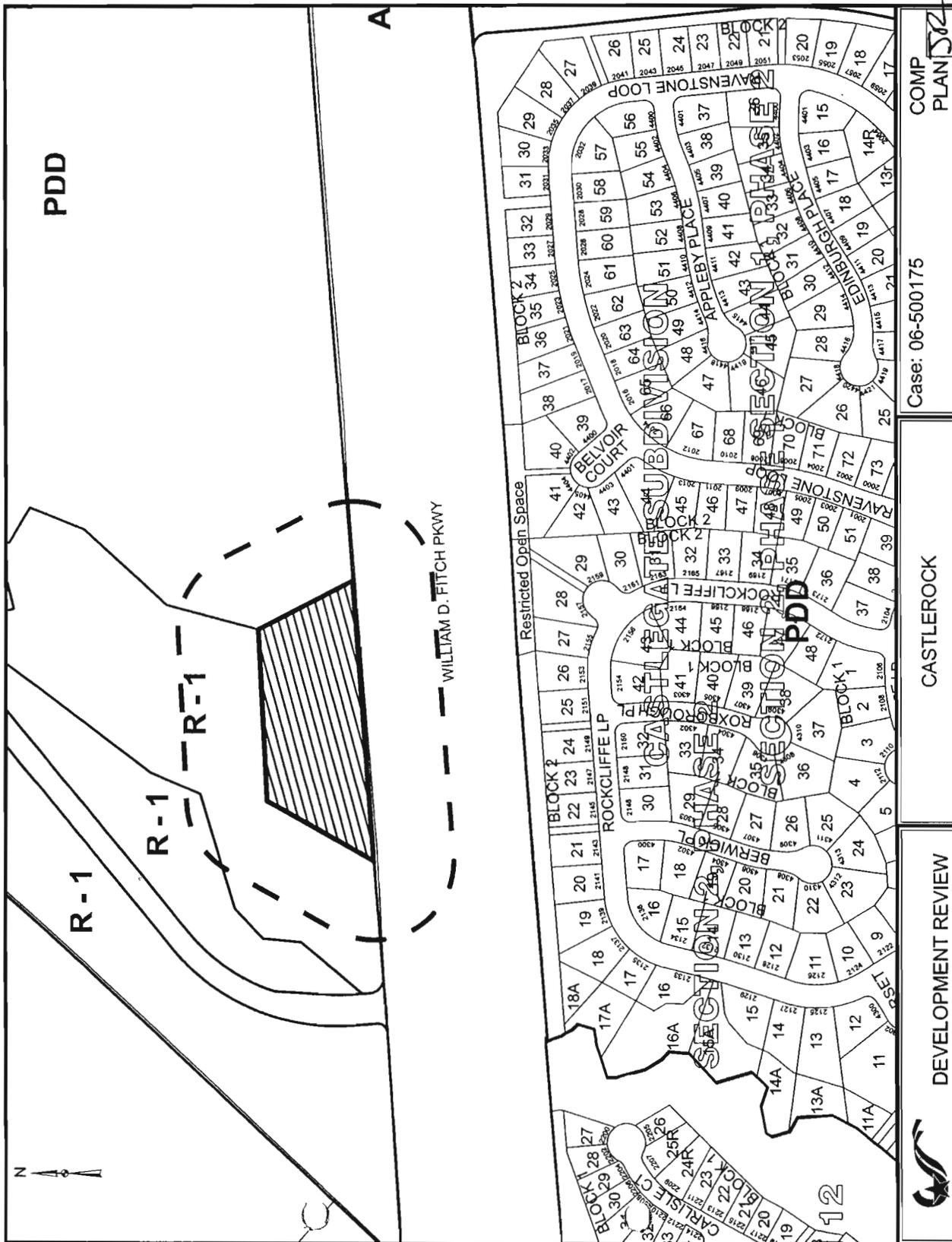
Page 2

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 3.611 acres generally located along the north side of William D. Fitch Parkway across from Castlegate Phase II is amended from Single Family Medium Density to Office, as shown on the attached Exhibit "B".

EXHIBIT "B"



**October 12, 2006
Regular Agenda
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 an ordinance rezoning 4.69 acres on one (1) lot located at 7103 Rock Prairie Road from A-O (Agricultural Open) to C-3 (Light Commercial).

Recommendation(s): The Planning and Zoning Commission heard this item on September 21, 2006 and recommended denial (by virtue of a failed vote to recommend approval). Staff recommends approval of the rezoning request.

Summary: This item is for consideration of a rezoning for a vacant tract of land on the east side of Rock Prairie Road just south of Bradley Drive. The subject property is also located across Rock Prairie Road from the sanitary landfill. On August 7, 2006, the City Council approved an amendment to the City's Comprehensive Land Use Plan for the subject property from Single-Family Residential, Low Density to Retail Neighborhood. The property has a 100-foot wide Gulf States easement located on the southwest corner that will remain zoned as A-O (Agricultural Open). According to the Unified Development Ordinance, a C-3 zoning district, including adjacent districts, shall not exceed a combined total of 5 acres in area. Therefore, subsequent C-3 zoning requests on adjacent properties would not be permitted.

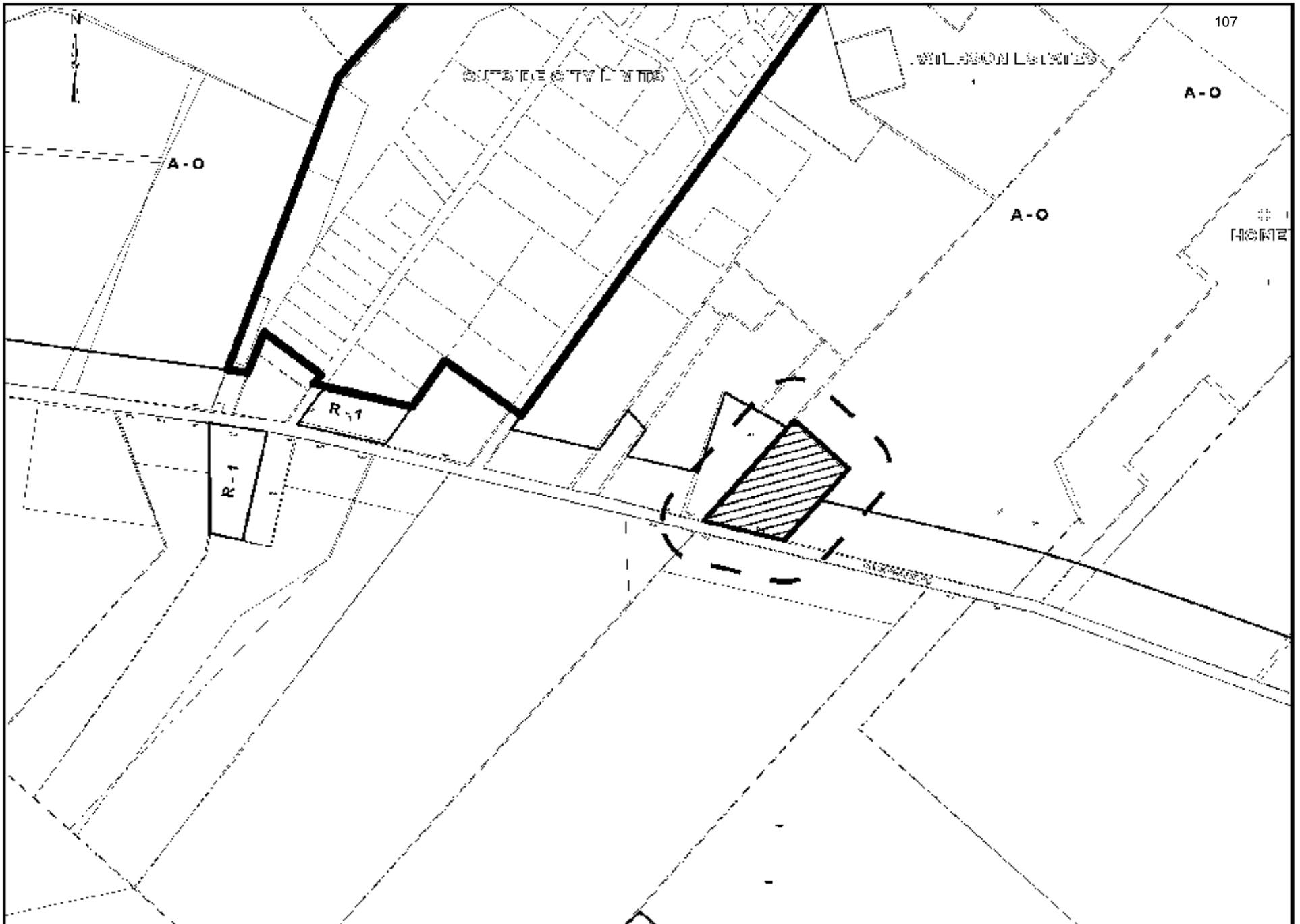
The subject property is shown as Retail Neighborhood on the City's Comprehensive Land Use Plan, and has approximately 195 feet of frontage on Rock Prairie Road, a Major Arterial on the City's Thoroughfare Plan. The Comprehensive Land Use Plan also shows the southwest corner as Parks, which, as mentioned above, will remain A-O (Agricultural Open). The surrounding area is largely undeveloped, or developed as rural residential and designated as Single-Family Residential, Low Density on the Land Use Plan.

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 Land Use was placed on this property with the 1997 Comprehensive Plan.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) & Aerial
2. Infrastructure & Facilities
3. Zoning District Fact Sheet, C-3, Light Commercial
4. Planning and Zoning Commission Draft Minutes, September 21, 2006
5. Ordinance



DEVELOPMENT REVIEW

7103 ROCK PRAIRIE RD

Case:
06-500182

REZONING



DEVELOPMENT REVIEW

7103 ROCK PRAIRIE RD

Case:
06-500182

REZONING

INFRASTRUCTURE AND FACILITIES

Water: The subject property will be serviced by an 18-in public water main located across Rock Prairie Road.

Sewer: There is not a public sanitary sewer main in the general vicinity of this property. An on-site sanitary sewer system for this property would be permitted through the Brazos County Health Department.

Streets: The subject property will take access off Rock Prairie Road, which is illustrated as a major arterial on the city's thoroughfare plan.

Off-site Easements: none known at this time

Drainage: The subject property is located in the Lick Creek Drainage Basin.

Flood Plain: none

Oversize request: none known at this time

Impact Fees: none

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



MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, September 21, 2006
at 7:00 p.m.
Council Chambers,
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Derek Dictson, Glenn Schroeder, Harold Strong, Dennis Christiansen and Marsha Sanford.

COMMISSIONERS ABSENT: None.

CITY COUNCIL MEMBERS PRESENT: John Happ.

CITY STAFF PRESENT: Staff Planners Jennifer Reeves, Lindsay Boyer, Jason Schubert, Grant Wencel and Crissy Hartl, Senior Planner Jennifer Prochazka, Planning Administrator Molly Hitchcock, Graduate Civil Engineers Carol Cotter and Josh Norton, Senior Assistant City Engineer Alan Gibbs, Transportation Planner Ken Fogle, Acting Director Lance Simms, Staff Assistant Lisa Lindgren, Senior Assistant City Attorney Carla Robinson, and Information Services Representative Bryan Cook.

7. Public hearing, presentation, possible action, and discussion on a rezoning from A-O, Agricultural Open to C-3, Light Commercial consisting of 4.69 acres on one (1) lot located at 7103 Rock Prairie Road in the general vicinity southeast of the intersection of Bradley Road and Rock Prairie Road. **Case #06-500182 (JS)**

Jason Schubert, Staff Planner, presented the rezoning and recommended approval.

Justin Olden, 2088 Olden Lane, College Station, Texas. Mr. Olden spoke in opposition of the Rezoning.

Commissioner Christiansen motioned to recommend approval of the Rezoning to the City Council. Commissioner Schroeder seconded the motion, motion failed (3-4). Commissioners Christiansen, Schroeder and Dictson were in favor of the motion; Chairman Nichols, Commissioners Davis, Sanford and Strong were in opposition of the motion.

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 12th day of October, 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:

The following property is rezoned from A-O, Agricultural Open to C-3, Light Commercial:

Rezoning Request
by Retail Neighborhood
4.69 Acre Tract
Thomas A. Caruthers Survey, A-9
College Station, Brazos County, Texas

Field notes of a 4.69 acre tract or parcel of land, lying and being situated in the Thomas A. Caruthers Survey, Abstract No. 9, College Station, Brazos County, Texas, and being part of the called 5.01 acre tract described in deed from Rudolph William Schultz, Jr., to Donald Ray Crocker, as recorded in Volume 7004, Page 158, of the Official Records of Brazos County, Texas, and said 4.69 acre tract being more particularly described as follows:

BEGINNING at a 60d nail set in the common line between the beforementioned 5.01 acre tract and a 3.37 acre tract described in the deed to Nita Marlene Holliday, recorded in Volume 4140, Page 164, of the Official Records of Brazos County, Texas, a ½" iron rod found marking the west corner of the said 5.01 acre tract bears S 45° 00' 00" W - 154.35 feet;

THENCE N 45° 00' 00" E along the northwest line of the beforementioned 5.01 acre tract, same being the southeast line of the beforementioned 3.37 acre tract and the southeast line of the Praytor - called 1.74 acre tract, Volume 1301, Page 232, of the Official Records of Brazos County, Texas, adjacent to a chain link fence, for a distance of 553.65 feet to a ½" iron rod found marking the north corner of the 5.01 acre tract, from which a chain link fence corner bears S 09° 22' 04" E - 1.1 feet;

THENCE S 45° 00' 00" E along the northeast line of the beforementioned 5.01 acre tract, same being a southwest line of the remainder of the Dolly C. Olden - called 100 acre tract, Volume 244, Page 433, of the Deed Records of Brazos County, Texas, adjacent to a chain link fence, for a distance of 370.00 feet to the east corner of the 5.01 acre tract, from which a ½" iron rod found bears S 47° 23' 48" W - 0.25 feet, and a chain link fence corner bears S 88° 17' 31" W - 1.7 feet;

THENCE S 45° 00' 00" W along the southeast line of the beforementioned 5.01 acre tract and a northwest line of the beforementioned Olden remainder tract, adjacent to a chain link fence, for a distance of 488.53 feet to the south corner of the 5.01 acre tract in the northeast line of Rock Prairie Road, from which a ½" iron rod found bears S 09° 04' 40" E - 0.23 feet and a chain link fence corner bears N 38° 57' 47" E - 0.41 feet;

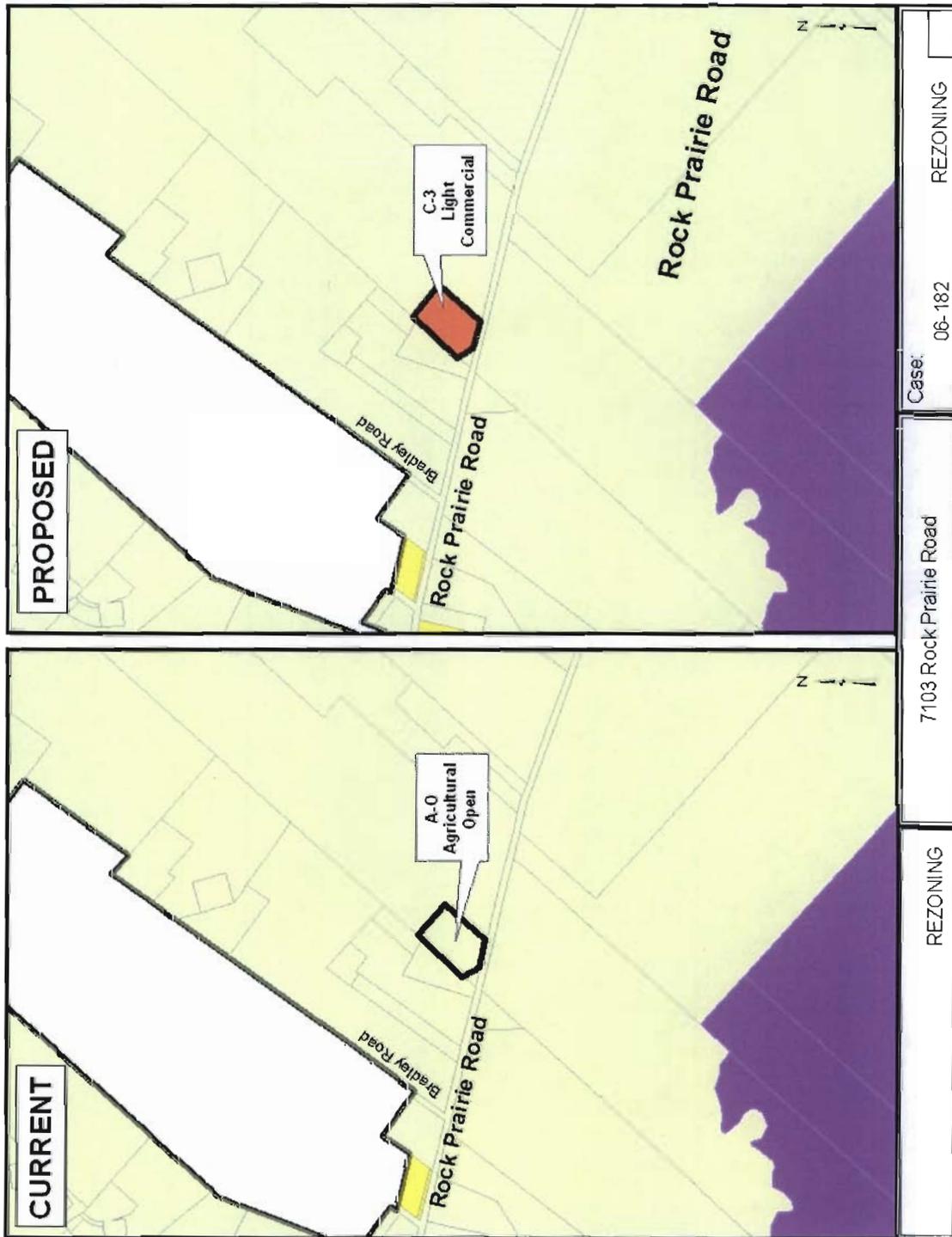
THENCE N 73° 34' 09" W along the southwest line of the beforementioned 5.01 acre tract, same being the northeast line of Rock Prairie Road, adjacent to a chain link fence, for a distance of 194.91 feet to the northeast line of a 100' wide Gulf States Utilities electrical easement recorded in Volume 130, Page 184, of the Deed Records of Brazos County, Texas;

THENCE N 36° 57' 30" W along the northeast line of the beforementioned 100' wide Gulf States Utilities electrical easement for a distance of 200.79 feet to the **PLACE OF BEGINNING**, containing 4.69 acres of land, more or less.

ORDINANCE NO. _____

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EXHIBIT "B"



**October 12, 2006
Regular Agenda
Holleman Drive West Parking Restrictions**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 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).

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

Summary: This item went before the Council on July 13, 2006 and staff informed Council of two citizens requesting that the parking not be removed due to the limited private parking they have access to. After this item was pulled from consideration during this meeting, staff developed a survey and requested residents, especially those living in the area, provide feedback regarding the potential usage of a bike lane along Holleman Drive West. To make as many people aware of the survey as possible, flyers advertising the survey were distributed to each property adjacent to Holleman Drive West, to each apartment complex in the area, and to area bicyclists. The Battalion also published an article about the proposed bike lanes and listed the survey web site.

The survey was opened on August 29, 2006 and was available for the following three weeks. Approximately 56 citizens completed the survey, with 23 of the citizens living in the area. The following three questions, related to the bike lanes, were asked:

- Question 8: Would you ride your bike to TAMU or other area destinations if Holleman Drive West had designated bike lanes?
- Question 9: TxDOT plans to construct an interchange at the intersection of George Bush Drive and Wellborn Road, which will provide separate bridges for pedestrians and bicyclists removing them from conflicts with vehicular traffic and trains. If the interchange existed today, would you ride a bike to TAMU?
- Question 10: Knowing that parking would need be removed for safety, would you like to see bike lanes installed on Holleman Drive West?

Below is a table summarizing the results of the survey:

Type of Resident	Question 8		Question 9		Question 10	
	Yes	No	Yes	No	Yes	No
All Responses	74%	26%	75%	25%	76%	24%
Area Residents' Responses	48%	52%	61%	39%	45%	55%
Area Resident Cyclists' Responses	91%	9%	100%	0%	100%	0%
Holleman Dr. Residents' Responses	20%	80%	20%	80%	18%	82%

The survey found, from question 10, that 76% percent of the respondents wanted bike lanes along the street; however, among the residents living in the area, only 45% indicated they want bike lanes. As expected, all of the cyclists wanted bike lanes and most (82%) of the residents living along Holleman Drive West did not want the bike lane.

Question 8 found that 48% of the area residents would ride a bicycle to TAMU if Holleman Drive West had bike lanes, and Question 9 shows that 61% would ride a bicycle to TAMU

after TxDOT constructs a grade separation at the intersection of George Bush Drive and Wellborn Road that will improve the crossing for pedestrians and cyclists. Comparing the responses from the area residents shows a potential increase of bicyclists with the combination of the projects.

Because of safety concerns, if the bike lanes are installed, parking should be removed. If parking in the bike lane was allowed, bicyclists would be forced to merge in and out of the vehicular traffic on Holleman Drive West while dodging the parked cars.

Attached is the original coversheet, discussing the need for the parking remove, which was on the June 22, 2006 agenda.

Budget & Financial Summary: The necessary signage and striping are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Location Map
3. June 22, 2006 Coversheet
4. Holleman Drive West Bike Lane Survey Results

ORDINANCE NO. _____

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

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

- PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than Twenty-Five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective October 12, 2006, and at least ten (10) days after its publication in the newspaper, as provided by Section 35 of the Charter of the City of College Station.

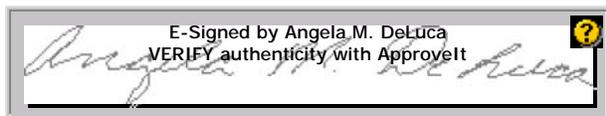
PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary



City Attorney

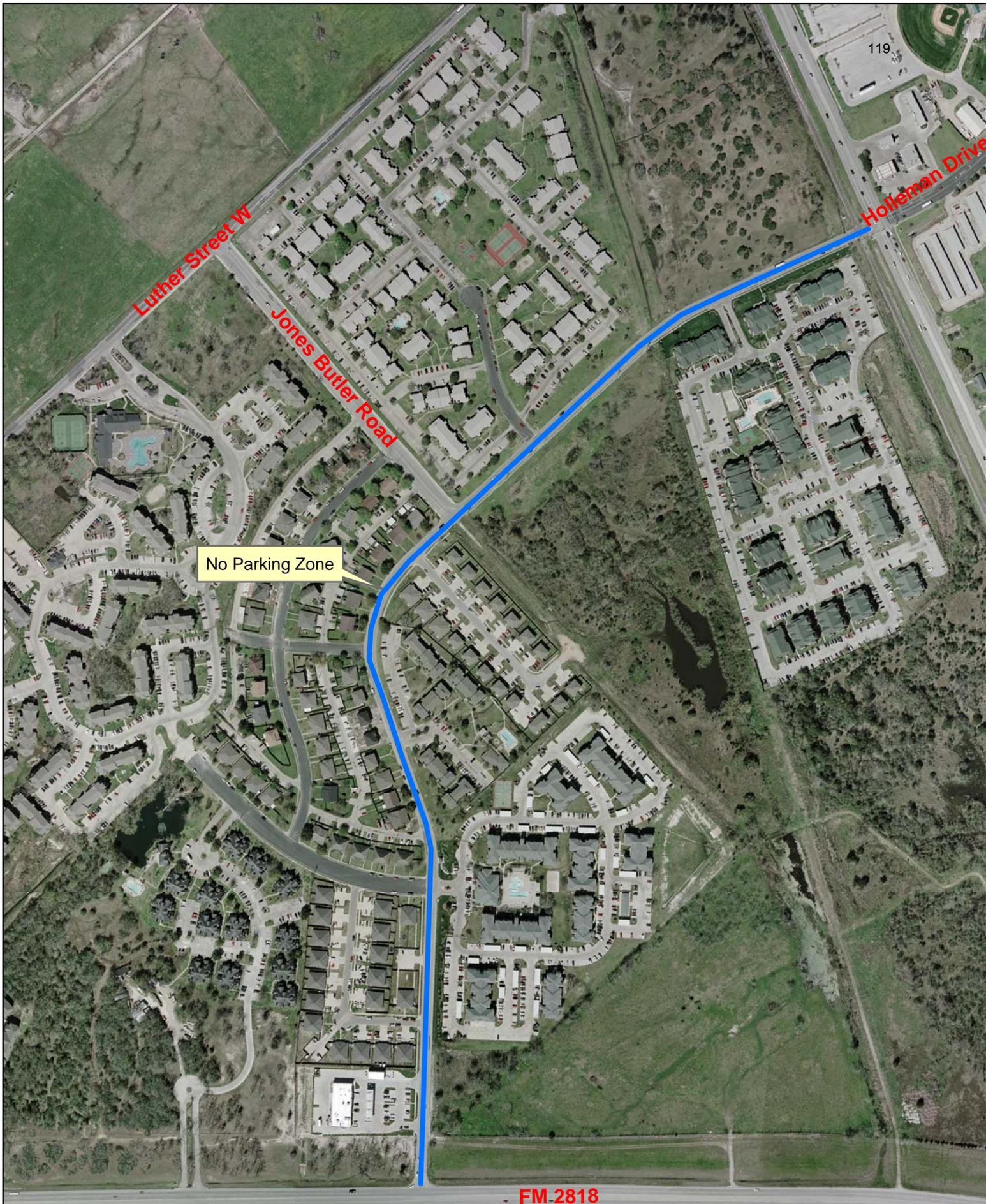
ORDINANCE NO. _____

Page 2

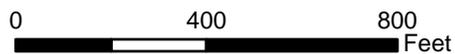
EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 4.E(3)(b), "NO PARKING ANYTIME", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding paragraph (xxxiv) as set out hereafter to read as follows:

"(xxxiv) On both sides of Holleman Drive West, extending from Wellborn Road (FM 2154) to Harvey Mitchell Parkway (FM 2818)."



No Parking Zone on Holleman Dr. West



June 22, 2006
Consent Agenda Item #
Holleman Drive West Parking Restrictions

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, discussion, and possible action on consideration of an ordinance 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).

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

Summary: This item will amend Chapter 10, "Traffic Code," by prohibiting parking on both sides for Holleman Drive West between Wellborn Road (FM 2154) and Harvey Mitchell Parkway (FM 2818). With this parking restriction, bike lanes can be striped along Holleman Drive West in accordance with the Bike Master Plan. The bike lanes will improve connectivity for bicyclists traveling from the residential areas along Holleman Drive to Texas A&M University. TxDOT is working on plans to construct a grade-separation between Wellborn Road, George Bush Drive and the railroad that will improve pedestrian and bicycle safety through the intersection in addition to improving vehicular mobility and safety. Additionally, the parking removal will allow the intersections of Holleman Drive West with Marion Pugh Drive and Jones Butler Road to be striped with one through lane in each direction and one left turn lane. This lane configuration will remove the left turning traffic from the through traffic and improve operations of the roadway.

The parking restrictions on both sides of Holleman Drive West will improve safety and mobility for motorists and bicycles traveling in the area.

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

Attachments:

1. Ordinance
2. Location Map

Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Comments																	
VoterID	Start date	End date	IP	Intersection on-line F E-Mail HC Word of m Other H	What street do you live on	What is your house or apartment address	How far do you live from TAMU? a) 1/4 mile; b) 1/2 mile; c) 3/4 mile; d) 1 mile; e) 1.5 miles; f) 2 miles or more	How do you travel between your residents and TAMU? a) personal vehicle; b) transit; c) bike; d) walk	Do you ride a bike to TAMU or other destinations in the area? (skip to Q8 if NO)	Yes or No	Would you feel safer riding a bike on Holleman Drive if it had designated bike lanes?	Yes or No	Would you ride a bike to TAMU or other destinations if Holleman Drive had designated bike lanes?	Yes or No	In the next few years, the Texas Department of Transportation plans to construct a grade separation at the intersection of George Bush Drive and Wellborn Road. The grade separation will also provide special bridges for bikes and pedestrians so they do not have to cross these roadways to access the TAMU campus. If this existed today, would you ride a bike TAMU?	Yes or No	Installing bike lanes along Holleman Drive West would require the removal of parking along the street to prevent bicyclists from having to park. Would you support this?	Yes or No	Comments								
1	604	9/8/2006 10:06	9/8/2006 10:11 24.250.160.141		Holleman	1922 Holleman Dr.													If you put bike lanes along Holleman Drive								
2	626	9/15/2006 13:14	9/15/2006 13:16 165.91.233.141	1	Holleman Dr	117 Holleman Dr													I would much rather have a sidewalk. There are sidewalks on all of the other portions of Holleman Dr W except right in front of my duplex.								
3	627	9/15/2006 15:29	9/15/2006 15:31 151.200.191.190		Holleman Dr W	1926 holleman dr w	1924												I would not like to see a bike lane put in on holleman because when we have friends or family over they would have no where to park. I would much rather see a sidewalk go in instead.								
4	588	9/5/2006 20:20	9/5/2006 20:25 unknown	1															By removing the bike lanes								
5	601	9/7/2006 19:15	9/7/2006 19:19 71.113.240.106	1	Holleman Dr. W	1804 A													This is an important survey								
6	613	9/13/2006 15:56	9/13/2006 16:02 165.91.64.244		Holleman drive	Holleman Drive West #20203													I enjoy riding my bike to and from campus								
7	617	9/14/2006 20:25	9/14/2006 20:31 65.127.87.146	1	Holleman Drive West	1926 Holleman Drive West													#####								
8	582	9/5/2006 12:48	9/5/2006 12:51 71.113.211.162	1	Holleman Drive West	1914 Holleman W													#####								
9	682	9/15/2006 22:55	9/15/2006 23:08 64.12.116.197	1	Holleman W	1914 Holleman W													#####								
10	599	9/7/2006 15:24	9/7/2006 15:36 66.141.184.241	1	Holleman W	1912 Holleman Dr. West													If parking were prohibited on Holleman								
11	602	9/7/2006 20:01	9/7/2006 20:04 66.90.170.248	1	Holleman West	1912 Holleman Dr. West													I wonder at the rationale for a bike lane when there isn't even a sidewalk all the way to Wellborn. That is what is needed first. We all walk in the street or across other people's yard to go from house to house. Are there plans for a sidewalk?								
12	600	9/7/2006 17:26	9/7/2006 17:28 24.250.166.31	1	West Holleman	West Holleman	1904												I live on Luther ST								
13	622	9/15/2006 10:40	9/15/2006 10:43 165.91.164.33	1	Luther st W	The Exchange													Holleman is too narrow for Bike Lanes								
14	618	9/14/2006 22:41	9/14/2006 22:42 66.253.144.19	1	Luther St. W.	801 Luther St. W.													#####								
15	697	9/16/2006 13:25	9/16/2006 13:28 208.180.10.87	1	Marion Pugh	305 Marion Pugh Apt. 1103													#####								
16	608	9/12/2006 11:10	9/12/2006 11:15 165.91.206.137	1	Marion Pugh	200 marion Pugh (Tree House Apts.)													#####								
17	606	9/12/2006 10:06	9/12/2006 10:11 165.91.173.13	1	Marion Pugh	400 Marion Pugh #2001													It just feels safer and is more convenient to have bike lanes for all of us riding bikes. Because so many students who ride bikes live in that particular area								
18	603	9/7/2006 22:29	9/7/2006 22:32 209.189.246.35	1	Marion Pugh	800 Marion Pugh Apt 504													#####								
19	566	8/31/2006 14:54	8/31/2006 14:55 208.180.10.88	1	Marion Pugh	305 Marion Pugh #202													#####								
20	611	9/13/2006 14:31	9/13/2006 14:33 24.250.162.19	1	Marion Pugh	400 Marion Pugh 1907													#####								
21	620	9/15/2006 8:42	9/15/2006 8:43 139.169.62.172	1	Marion Pugh & West Holleman	800 Marion Pugh #2006 (West Holleman side)													#####								
22	612	9/13/2006 15:33	9/13/2006 15:36 10.4.0.57	1	Marion Pugh Dr	400 Marion Pugh Dr													#####								
23	607	9/12/2006 10:43	9/12/2006 10:47 128.194.125.250	1	Marion Pugh Dr.	200 Marion Pugh Dr.													That would be a good idea								
24	567	8/31/2006 14:59	8/31/2006 15:01 128.194.87.16	1	Marion Pugh Drive	305 Marion Pugh Drive													It's not huge into safety								
	624	9/15/2006 11:40	9/15/2006 11:47 24.250.144.105	1	Holleman Dr.	1601 Holleman Dr.													#####								
	614	9/13/2006 17:17	9/13/2006 17:19 208.180.10.86	1	Marion Pugh	305 Marion Pugh													#####								
25	574	9/5/2006 9:19	9/5/2006 9:30 165.91.27.245	1	Anderson	1700 Southwest Pkwy #51													Each time I visit other cities I am so proud to live here								
26	797	9/18/2006 22:28	9/18/2006 22:30 165.91.64.245	1	Anderson Dr	401 Anderson Dr #A													#####								
27	673	9/15/2006 17:33	9/15/2006 17:35 128.194.169.5	1	Angelina		2003												How about bike lanes on Glade. It is already designated as a biking route								
28	619	9/15/2006 7:58	9/15/2006 7:59 66.14.145.25	1	Autumn Circle		1003												#####								
29	576	9/5/2006 10:01	9/5/2006 10:04 165.91.65.89	1	Ayshire		502												#####								
30	590	9/5/2006 22:32	9/5/2006 22:50 71.128.102.195	1	Chadwick Lane		9309												Thought I don't "commute" to TAMU								
31	605	9/11/2006 7:35	9/11/2006 7:38 71.113.237.213	1	chesapeake Court		1300												Being someone who drives up and down Holloman I think that it will be much safer for drivers and bicyclists to have striped lanes! Living near several schools								
32	589	9/5/2006 21:42	9/5/2006 21:46 24.250.186.41	1	Cimarron Court		2802												I do not travel the route you are considering but I am in favor of dedicated bike lanes because it increases safety. I think the steady improvements the city is making to enable bicycle commuting is excellent.								
33	577	9/5/2006 10:35	9/5/2006 10:36 128.194.110.130	1	Dowling Rd		10688												#####								
34	616	9/13/2006 21:34	9/13/2006 21:36 208.180.240.250	1	George Bush Dr. W	301 George Bush Dr. W													I don't have a car and riding on the sidewalk is very slow.								
35	583	9/5/2006 13:08	9/5/2006 13:09 128.194.118.106	1	Guadalupe Drive	1019 Guadalupe Drive													#####								
36	558	8/30/2006 12:01	8/30/2006 12:04 204.56.144.200	1	Henford														#####								
37	621	9/15/2006 9:57	9/15/2006 9:58 165.91.108.190	1	Holk	1213 Holk Dr. Apt. E													#####								
38	586	9/5/2006 17:51	9/5/2006 17:53 68.143.172.186	1	In the county near bryan	8255 Sandy Point Road													Cars can park if there are parking areas provided.								
39	597	9/7/2006 2:26	9/7/2006 2:27 81.173.187.80	1	Innsbruck Circle		3215												#####								
40	571	9/5/2006 8:46	9/5/2006 8:48 10.2.0.67	1	James		1021												Bike lanes should be provided for the entire city and especially included in planning of ALL road expansions								
41	564	8/30/2006 20:13	8/30/2006 20:14 165.91.6.222	1	kyle	514 kyle													would like to see the town more bike friendly								
42	570	8/31/2006 21:02	8/31/2006 21:04 24.250.169.32	1	lincoln ave		313												Thanks								
43	579	9/5/2006 10:43	9/5/2006 10:44 166.102.204.5	1	Longmie		2701												#####								
44	578	9/5/2006 10:35	9/5/2006 10:36 24.250.164.186	1	Park Place		710												#####								
45	575	9/5/2006 9:26	9/5/2006 9:31 67.97.6.130	1	Pershing Ave		117												Research suggests that the presence of bike lanes (striped) is preferred by less experienced cyclists. That is								
46	595	9/6/2006 11:07	9/6/2006 11:10 165.91.117.122	1	pershing drive		1001												There are few east-west bicycle routes and Holleman would provide a useful one. I do not cross holleman or wellborn when riding to TAMU								
47	679	9/5/2006 19:45	9/5/2006 19:46 71.113.245.66	1	Ranger Drive		3812												Thank you!								
48	580	9/5/2006 11:27	9/5/2006 11:31 128.194.105.74	1	Rosewood		9612												I would find very useful a bike lane installation on Southwest Parkway from the East Bypass to (at least) Dartmouth.								
49	587	9/5/2006 20:13	9/5/2006 20:15 24.250.158.232	1	Royal Adelaide		728												Thank you for the additional lanes.								
50	581	9/5/2006 12:41	9/5/2006 12:42 165.91.26.197	1	Saltburg Court		3204												#####								
51	596	9/6/2006 17:24	9/6/2006 17:28 165.91.8.127	1	Saltburg Court		3204												#####								
52	594	9/6/2006 10:46	9/6/2006 10:47 10.4.0.64	1	Spring Loop	906 Spring Loop													#####								
53	615	9/13/2006 17:19	9/13/2006 17:21 128.194.107.127	1	thomas														#####								
54	572	9/5/2006 9:01	9/5/2006 9:10 165.96.194.15	1	toddi trail	house													Bike lanes in College Station are most critical to me as I love to bike! Now I ride for exercise & recreation because I work too far away to ride. However								
55	553	8/29/2006 15:03	8/29/2006 15:06 165.91.48.155	1	Trinity		1711												#####								
56	585	9/5/2006 14:45	9/5/2006 14:50 148.204.113.226	1	vineyard court	1501 / 2													Nice survey								
57	623	9/15/2006 10:08	9/15/2006 10:56 165.91.215.129	1	Westover		1220												Comments to questions Question 7: When I am riding on Holleman (West								
58	593	9/6/2006 4:42	9/6/2006 4:44 128.195.89.110	1	College Main St	4110 College Main St													Please share the road for healthy								
59	608	9/16/2006 13:40	9/16/2006 13:44 71.113.227.148	1	FORESTWOOD	3313B FORESTWOOD DR													#####								
625	9/15/2006 12:49	9/15/2006 12:49 68.28.187.114			University Oaks Blvd	904 University Oaks Blvd													#####								
779	9/18/2006 11:46	9/18/2006 11:51 165.91.103.11	1	1	Wickchester	11900 Wickchester Ln													#####								
584	9/5/2006 13:57	9/5/2006 13:59 12.109.10.2	1	1															#####								
							Total Results	22%	9%	12%	14%	12%	31%	36%	9%	50%	5%	77%	23%	87%	13%	74%	26%	75%	25%	76%	24%
							Just Area Residents																				