



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Lynn McIlhaney  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Lawrence Stewart  
David Ruesink

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, January 08, 2009 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

1. Pledge of Allegiance, Invocation, Consider absence request.  
College Station Fire Department Honor Guard  
Historic Home Marker #85 1203 Walton Drive

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

**Consent Agenda**

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

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- a. Presentation, possible action, and discussion of minutes for City Council workshop and regular meetings, December 16, 2008.

- b. Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for the purchase of the imaging interface for the Utilities applications in use by the Fiscal Services Department in an amount not to exceed \$14,790.00.

- c. Presentation, possible action, and discussion regarding a Change Order to an existing Landscape Maintenance Service Contract with Green Teams, Inc. (d.b.a: The Greenery), in the amount of \$42,324.00, to add the annual landscape maintenance functions for: Dartmouth Street Extension, University Park, Edelweiss Gartens Park, Crescent Pointe Park, and Woodland Hills Park.
- d. Presentation, possible action, and discussion regarding approval and ratification of a contract to provide non-alcoholic beverages for resale at City operated concession stands for a period of six years beginning in January 2007.
- e. Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #09-059) with South Construction, Inc. in the amount of \$96,832, for construction improvements in Oaks Park and Lions Park, PK0705 / PK0704.
- f. Presentation, possible action and discussion to approve contract #09-039 in an amount not to exceed \$63,500.00 with R.W. Beck Incorporated to provide a recycling feasibility study. The study includes an analysis of drop-off and on-site recycling programs for the multifamily and commercial sectors.
- g. Presentation, possible action and discussion on annual price agreement renewals for the purchase of various automotive and truck parts. The annual estimated expenditure for NAPA Auto Parts is \$113,500.00 and the annual estimated expenditure for Truckmotive, Inc. is \$48,500.00.
- h. Presentation, discussion, and possible action on the City's proposed Housing Reconstruction Loan Program Guidelines.
- i. Presentation, discussion, and possible action on a HOME Investment Partnership Program Tenant Based Rental Assistance (TBRA) Agreement between the City of College Station and Twin City Mission.
- j. Presentation, possible action, and discussion regarding a resolution awarding an engineering contract for the design of the Koppe Bridge Lift Station Project to Mitchell & Morgan, L.L.P., in an amount not to exceed \$60,700.00.
- k. Presentation, possible action, and discussion regarding a change order to Contract #07-273 in the amount of \$31,538.05 to JaCody, Inc. for construction work associated with Police Department Renovations Project.
- l. Presentation, possible action, and discussion on a Construction Contract with D&S Contracting, Inc., in the amount of \$136,050.20, for the construction of the Southwest Parkway Sanitary Sewer Line Replacement Project.
- m. Presentation, possible action, and discussion to authorize additional expenditures of \$25,000.00 for the purchase of replacement parts and/or components for existing sanitation trucks from Heil of Texas, making the annual estimated expenditure for Heil of Texas \$74,950.00.
- n. Presentation, possible action and discussion supporting legislative action to create programs and provide funding for the enhancement of public transportation including relocation of freight rail lines.

**Regular Agenda**

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

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

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

1. Presentation, possible action, and discussion on an amendment to the contract with the Texas Department of State Health Services for the Mayor's Council on Physical Fitness Grant Contract.
2. Public hearing, presentation, possible action, and discussion regarding current UDO requirements and code enforcement practices in the Northgate area.
3. Presentation, possible action, and discussion regarding a proposed maintenance plan for the Northgate Commercial District.
4. Presentation, possible action and discussion regarding an overview of a planned new website for the City.
5. Presentation, possible action, and discussion regarding the City's appointment of a chair to the Landmark Commission.
6. Adjourn.

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

APPROVED:

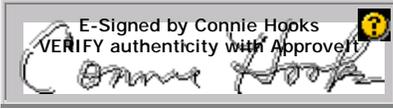
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City Manager

Thursday, January 8, 2009

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, January 08, 2009 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 5<sup>th</sup> day of January, 2009 at 2:00 pm



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on January 5, 2009 at 2:00 pm and remained so posted continuously for at least 72 hours preceeding the scheduled time of said meeting.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public – Brazos County, Texas My commission expires: \_\_\_\_\_

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



**Mayor**  
Ben White  
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**Council members**  
John Crompton  
James Massey  
Dennis Maloney  
Lawrence Stewart  
David Ruesink

**Draft Minutes**  
**City Council Workshop & Regular Meetings**  
**Tuesday, December 16, 2008 3:00 & 7:00 pm**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL PRESENT:** Mayor White, Mayor Pro Tem McIlhaney, Council members Maloney, Crompton, Massey, Ruesink, Stewart

**STAFF PRESENT:** City Manager Brown, Assistant City Manager Merrill, Assistant City Manager David Neeley, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team

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

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

Staff responded to questions about Consent Agenda Items 2c, 2e, 2g, and 2h.

**Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion regarding annexation planning in general as well as a recommendation concerning the proposed annexation of three areas in the City's extraterritorial jurisdiction under the exempt status.**

Lance Simms, Assistant Director of Planning and Development Services presented the proposed plan for annexation of three areas in the City's extraterritorial jurisdiction under the exempt status. The exempt annexation areas recommended by staff included land between FM 2154 and Creek Meadows Subdivision (Area 1), land southeast of Creek Meadows Subdivision (Area 2), and land on the east side of State Highway 6 South (Area 3). He also presented staff's original recommendation to move forward with the annexation of additional property in a three year plan upon completion of the comprehensive plan and further development of our fiscal impact model. The additional area recommended by the Planning & Zoning Commission represented approximately 86 acres, bringing the current total to 843 acres.

Council directed staff to move forward with the annexation of land under the exempt status including the land across FM 2154 so that both sides of Wellborn Road would be considered and delay areas within the three year annexation plan until the Comprehensive plan has been adopted.

**Workshop Agenda Item No. 3 -- Presentation, possible action and discussion on a proposal to increase parking rates.**

Jeff Kersten, Chief Finance Director presented the policy proposing the parking operations be raised to achieve full cost recovery. Currently the Parking Fund generates revenues sufficient to cover operating cost of the Fund.

Debt service cost was not covered completely. Parking rates were last increased in 2006. He showed a schedule of the proposed rate changes and explained that the recommended rate changes were designed to increase revenues in the Parking Fund to cover all cost including debt service.

Council concurred with staff's recommendation.

**Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion regarding Usage of City Soccer Athletic Facilities.**

Tony Cisneros, Director of Parks and Recreation presented the usage history of the City Soccer Athletic Facilities. Staff requested that Council provide input on priority of usage by various organizations on soccer athletic facilities operated by the City of College Station.

In order to insure that the core services that are related to the Parks and Recreation Department mission receive priority in facilities, the following methodology has been developed.

1. Programs offered by outside agencies considered being Core programs – These are programs that provide a benefit primarily to the general community including City and CSISD programs.
2. Programs offered by outside agencies considered being Tier One programs – These are programs that provide a benefit to the community but also include an individual benefit to the participant.
3. Programs offered by outside agencies considered being Tier Two programs – These are programs that provide primarily a benefit to the individual with little or no benefit to the community at large.

Council directed staff to add a Tier 3 for non-residential, to revise the usage policy and bring back to Council. No formal action was taken.

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At 5:22 pm Mayor White announced that the City Council would convene into executive session pursuant to Section 551.071 of the Open Meetings Act to seek the advice of our city attorney.

**Workshop Agenda Item No. 10 -- 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 or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation.
- b. Sewer CCN permit requests.
- c. Water CCN permit requests.
- d. Water service application with regard to Wellborn Special Utility District.
- e. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- f. Attorney-client privileged information and possible contemplated litigation of prior expenditures of College Station funds made by Paul Urso to Texcon.
- g. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites.
- h. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District.
- i. JK Development v. College Station.

- j. Taylor Kingsley v. College Station.
- k. State Farm Lloyds as Subrogee of Mikal Klumpp v. College Station
- l. TMPA v. PUC (College Station filed Intervention).
- m. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site.
- n. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White.

**Workshop Agenda Item No. 11 -- Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.**

At 6:55 pm, Council adjourned from the executive session and returned to Council Chambers. No formal action was taken.

**Workshop Agenda Item No. 12 – Adjourn.**

The workshop meeting concluded following the regular meeting. See regular meeting minutes for discussion of remaining workshop items.

**Minutes of Regular Meeting**

**Regular Agenda Item No. 1 -- Pledge of Allegiance, Invocation, Consider absence request.**

Mayor White called the meeting to order at 7:00 pm with all Council members present. Mayor White led the audience in the Pledge of Allegiance. Fire Chief R.B. Alley provided the invocation.

**Hear Visitors**

Greg Taylor, 13796 16 N. Rd. – discussed the annexed area and expressed his concerns

Mark Boller, 5155 Straub – expressed to Council on annexing the Wellborn community

Bob Cohn, 3655 McCullough Rd. – expressed concerns on annexing the Wellborn community

Hugh Lindsay, 400 Walton Drive – stated the problems in the city and how people do not want to live here

Ken Welsh, 3400 Wellborn Road – asked Council to let Wellborn form their own community

**Regular Agenda Item No. 2 -- Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.**

- a. Approved minutes for December 11, 2008.
- b. Approved the testing and inspecting contract #09-030 with CME Testing & Engineering, Inc. in the amount of \$60,000.00 for the Twin Oaks Phase I Construction Project.
- c. Approved **Resolution No. 12-16-08-2c** on a Professional Services Contract with Weston Solutions, Inc., in the amount of \$357,533.00, for the design of the South Knoll/The Glade Rehabilitation Project.
- d. Approved the award of two annual purchasing agreements for polymer (dewatering chemical): Fort Bend Services, Inc. not to exceed \$39,200; and Atlantic Coast Polymer, Inc. not to exceed \$172,560.
- e. Approved **Resolution No. 12-16-08-2e** on a real estate contract for a 321.48 acre tract from Hanson Aggregates, Inc. in the amount of \$1,044,810 for the Groundwater Wells 8, 9, and 10 project. Approved **Resolution No. 12-16-2008-2e(1)** declaring intention to reimburse with proceeds from debt.

f. Approved **Resolution No. 12-16-08-2f** declaring intention to reimburse certain expenditures with proceeds from debt for the Well #7 Collection Line construction project.

g. Approved the action to ratify a change order for Construction Contract 08-116 with Acklam Construction for the construction of the Memorial Cemetery and the Aggie Field of Honor Project GG-9905 in the amount of \$69,259.47.

h. Approved **Resolution No. 12-16-08-2h** adopting the transportation funding options recommended by the Council Transportation Committee.

Council member Massey moved to approve consent agenda items 2a thru 2h. Council member Maloney seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor ProTem McIlhane, Crompton, Massey, Maloney, Stewart, Ruesink

AGAINST: None

**Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4 "Business Regulations", of the Code of Ordinances of the City of College Station, requiring rental registration of single family and duplex dwelling units.**

Bob Cowell, AICP, Director of Planning and Development Services presented an ordinance allowing the City to implement a rental registration program. The program shall provide for faster code enforcement capabilities and Fire and Police crews the ability to make quick contact with the property owner during an emergency response. The registration process also provides for a mandatory local point of contact, owner information and the current number and names of tenants on the lease. The fee (\$15) will help fund the expenses related to administering and developing a database for rental property owners. Staff recommended approval of the rental registration ordinance with an effective date of March 1, 2009.

**Rental Registration:**

- Applies to all rental single family and duplex properties
- Requires registration annually
- Requires local point of contact and names/contact information for tenants
- \$15.00 annual fee
- Exception for owner occupant plus one

Mayor White opened the public hearing.

Steve Strong, 2503 Whispering Oaks, Bryan, residential property owner in College Station spoke against the program.

Additional members of the audience spoke in support of the program.

Henry Wittner, 2508 Raintree

Hugh Lindsay, 400 Walton Drive

Susan Irza, 605 Summerglenn Drive

Anne Hazen, 1309 Wilshire

Sherry Ellison, 2705 Brookway Drive

Jerry Cooper 602 Bell

Christopher Rodne, 8603 Rosewood, stated that the ordinance should be enforced throughout the city, not just single family residential and duplexes.

Mayor White closed the public hearing.

Council member Ruesink moved to approve the ordinance as presented by staff. Motion failed due to lack of second.

Council member Maloney moved to approve rental registration with following changes: Delete Subsection C: Exception. Council member Stewart seconded the motion. Council member Maloney withdrew his motion and Council member Stewart withdrew his second.

Council member Maloney made another motion to approve **Ordinance No. 3151** amending Chapter 4 “Business Regulations” of the Code of Ordinances of the City of College Station, requiring rental registration of single family and duplex dwelling units with changes as follows: Add language to subsection B1 (e), delete Subsection C and add an effective date of March 1, 2009. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

**Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 7 “Health & Sanitation”, of the Code of Ordinances of the City of College Station, Texas implementing party host responsibilities in residential areas.**

Bob Cowell, AICP, Director of Planning and Development Services described the ordinance designed to address multiple neighborhood integrity issues within a comprehensive neighborhood integrity program. In the plan, one of the strategies was to provide for additional enforcement tools to address neighborhood integrity issues. Staff recommended that the City Code be amended to codify host responsibilities for parties in residential areas.

Mayor White opened the public hearing.

Steve Strong, 2503 Whispering Oaks, Bryan stated his objection to the proposed ordinance.

Hugh Lindsay, 400 Walton Drive supported the ordinance and added that the tenant should also be held responsible if violations occur.

Jerry Cooper, 602 Bell supported the ordinance.

Sherry Ellison, 2705 Brookway Drive supported the ordinance.

Jason Reynolds, felt that the timing of addressing this issue was not fair due to the fact that many students are out of town because of holidays.

Mark Spiller, 2816 Rockcliffe Loop supported the ordinance.

Christopher Rodne, 8603 Rosewood spoke in favor of the ordinance.

Mayor White closed the public hearing.

Council member Maloney moved to approve **Ordinance No. 3152** amending Chapter 7 “Health and Sanitation; of the Code of Ordinances of the City of College Station, Texas by adding Section 11, “Host Responsibilities of Parties in Residential Areas”. Council member Stewart seconded the motion which carried 7-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Crompton, Massey, Maloney, Stewart, Ruesink

AGAINST: None

**Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion regarding an ordinance to delete Chapter 9 of the City of College Station Code of Ordinances, Subdivisions, and an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance (UDO), to incorporate Chapter 9 into Chapter 12 and make procedural changes and other revisions.**

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

Jason Schubert, Staff planner summarized each ordinance.

Mayor White opened the public hearing.

Sherry Ellison, 2705 Brookway Drive expressed her appreciation for the subdivision regulation updates.

Mayor White closed the public hearing.

Mayor ProTem McIlhane made a motion to approve **Ordinance No. 3153** to delete Chapter 9 of the City of College Station Code of Ordinances, Subdivisions and **Ordinance No. 3154** to amend Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance to incorporate Chapter 9 into Chapter 12 and make procedural changes and other revisions. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor ProTem McIlhane, Crompton, Massey, Maloney, Stewart, Ruesink  
AGAINST: None

**Regular Agenda Item No. 4 -- Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 3 "Building Regulations", of the Code of Ordinances of the City of College Station, Texas regulating the design, installation, and operation of landscape irrigation systems.**

Lance Simms, Assistant Director of Planning and Development Services presented an overview of the changes to the city's landscape irrigation standards, brought about in order to implement the provisions of House Bill 1656. These changes require that all irrigation systems be designed, installed, maintained, altered, repaired, serviced and operated in a manner that shall promote water conservation. Staff and the Construction Board of Adjustment and Appeals voted unanimously to recommend approval.

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

Council member Maloney moved to approve **Ordinance No. 3155** on amending Chapter 3 "Building Regulations" of the Code of Ordinances of the City of College Station, Texas regulating the design, installation, and operation of landscape irrigation systems. Council member Stewart seconded the motion which carried 7-0.

FOR: Mayor White, Mayor ProTem McIlhane, Crompton, Massey, Maloney, Stewart, Ruesink  
AGAINST: None

**Regular Agenda Item No. 5 -- Public hearing, presentation, possible action and discussion on a Comprehensive Land Use Plan amendment from Single Family Residential Medium-Density to Retail Neighborhood for 2.419 acres located at the southwest corner of State Highway 40 and Barron Road.**

Gabriel Elliott, Assistant Director of Planning and Development Services described the Comprehensive Land Use Plan Amendment for the southwest corner of State Highway 40 and Barron Road. Planning and Zoning Commission recommended approval of this request (3-2) at their December 4<sup>th</sup> meeting and staff recommended denial of this request.

Mayor White opened the public hearing.

Ed Thomas 14222 Buggy Lane requested Council consider the approval of the rezoning amendment for the southwest corner of State Highway 40 and Barron Road. He stated that Retail Neighborhood would be the appropriate land use eventually.

Tom Woodfin, 3215 Innsbrook explained the affirmative decision of the Planning and Development Commission.

Mayor White closed the public hearing.

Council member Massey moved to approve **Ordinance No. 3156** amending the Comprehensive Plan of the City of College Station by amending the Land Use Plan Map for 2.419 acres from Single Family Residential Medium-Density to Retail Neighborhood located on the southwest corner of State Highway 40 and Barron Road. Council member Maloney seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Crompton, Massey, Maloney, Stewart, Ruesink

AGAINST: None

**Regular Agenda Item No. 6 -- Presentation, possible action, and discussion of appointment to Zoning Board of Adjustments and Planning and Zoning Commission.**

Connie Hooks, City Secretary presented a list of applicants for Council selection of citizens for vacancies on the Zoning Board of Adjustments and Planning and Zoning Commission. Donald Braune resigned from the Zoning Board of Adjustment and Bill Davis resigned from the Planning and Zoning Commission.

Council member Maloney moved to appoint Winnie Garner to the Planning and Zoning Commission for a one year term expiring June 2009. Council member Massey seconded the motion which carried 7-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Crompton, Massey, Maloney, Stewart, Ruesink

AGAINST: None

Council member Crompton moved to appoint Bob Brick to the Zoning Board of Adjustments for a one year term expiring June 2009. Council member Maloney seconded the motion, which carried 6-1.

FOR: Mayor White, Mayor ProTem McIlhaney, Crompton, Massey, Maloney, Stewart

AGAINST: Ruesink

**Regular Agenda Item No. 7 -- Presentation, possible action, and discussion of the 2009 Council Meeting Calendar.**

Connie Hooks, City Secretary presented the Council Meeting Schedule for 2009. Council concurred with staff recommendation. No formal action taken.

Council returned to the workshop agenda items.

**Workshop Agenda Item No. 5 -- Presentation, possible action, and discussion regarding nuisance noise issues and responses.**

This item was moved to future agenda.

**Workshop Agenda Item No. 6 -- Presentation, possible action, and discussion regarding on-going efforts to realize a signature event for the City.**

This item was moved to future agenda.

**Workshop Agenda Item No. 7 -- Council Calendar**

No discussion was held.

**Workshop Agenda Item No. 8 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting**

Council member Crompton requested item for future agenda on cost implications for landscaping needs in Northgate.

Council directed staff to present information at the Council’s mini retreat about the Austin Green Energy program.

**Workshop Agenda Item No. 9 -- Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, BVSWMA, (Notice of Agendas posted on City Hall bulletin board).**

No discussion was held.

**Regular Agenda Item No. 8 -- Adjourn.**

Hearing no objections, Mayor White adjourned the meetings at 10:40 pm on Tuesday, December 16, 2008.

PASSED AND APPROVED this 8<sup>th</sup> day of January, 2009.

APPROVED

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks

**January 8, 2009  
Consent Agenda 2B  
Sungard Public Sector Imaging Interface**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, Director of Information Technology

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for the purchase of the imaging interface for the Utilities applications in use by the Fiscal Services Department in an amount not to exceed \$14,790.00.

**Recommendation(s):** Staff recommends approval.

**Summary:** The imaging interface to the Utility Customer Services application will allow direct tie in to LaserFiche, the City's document imaging system. This interface will allow the Utility Customer Service Division to not only continue imaging documents for retention purposes, but better track and retrieve them, saving valuable staff time.

This contract (09-093) is a Supplement to the H.T.E., Inc. Software and License Agreement dated March 13, 1998 between Sungard Public Sector (SPS) and the City of College Station. The contract is exempt from competitive bidding by LGC 252.022(a)(7)(A) due to one source based on software copyrights. Sungard Public Sector is the software vendor for approximately 23 modules (applications) hosted on the IBM i5 computer and used by virtually every City department including, but not limited to Utility Billing and Collection, Finance, Budget and Accounting, Fleet Management and Development Services.

**Budget & Financial Summary:** Funds were requested, via a SLA, and were budgeted in the Utility Customer Service FY09 operating budget to cover the costs associated with this purchase. Ongoing costs of \$2,465, incorporated into the contract amount, exist for the maintenance and support of this module.

**Attachments:**

Supplement contract for SPS Imaging Interface Software and License Agreement  
A copy of the master agreement with SPS is available in the City Secretary's office

**SUNGARD' PUBLIC SECTOR**

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT  
BY AND BETWEEN SUNGARD PUBLIC SECTOR INC. AND CITY OF COLLEGE STATION, TX  
SCHEDULE A-PRICING AND PAYMENT SCHEDULE  
CONTRACT NO. COLG-081530**

This Supplement is to the H.T.E., Inc. Software License and Services Agreement dated March 13, 1998 (Agreement), between SunGard Public Sector Inc. (SunGard Public Sector) and City of College Station, TX (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

**Designated Machine**

Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from SunGard Public Sector, may be subject to an upgrade charge.

Type: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number \_\_\_\_\_  
Operating System: \_\_\_\_\_ Tape Drive: \_\_\_\_\_

SunGard Public Sector Licensed Programs	License Fees	Annual Support
Imaging Interface Utilities - IU	\$ 12,325.00	\$ 2,465.00
<b>SunGard Public Sector Licensed Programs Total</b>	<b>\$ 12,325.00</b>	<b>\$ 2,465.00</b>

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Otherwise Noted
License Fees	\$ 12,325.00	\$ 12,325.00	
SCR COLG HT 2008-6672(Optional Technical Assistance)	6,000.00		\$ 6,000.00
Annual Support	2,465.00		2,465.00
<b>Grand Total</b>	<b>\$ 20,790.00</b>	<b>\$ 12,325.00</b>	<b>\$ 8,465.00</b>

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER. CUSTOMER IS A TAX EXEMPT ENTITY AND WILL PROVIDE ITS TAX EXEMPTION NUMBER.**

**\*Payments:**

**THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:**

- License Fees: Upon execution of this Supplement.
- Conversion Fees: 50% upon the execution of the System Change Request (SCR) (includes \$250.00 processing fee noted below) and the remaining 50% upon completion. (Optional: In the event that the 3<sup>rd</sup> party vendor requires assistance using the Image APT's)
- Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
- Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

**SunGard Public Sector Support Services**

The initial term of HTE support services shall commence one hundred twenty (120) days after installation/configuration of the Licensed Program(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request.

**Licensed Program Testing and Acceptance**

The Licensed Program Testing and Acceptance as defined in Section VI of the Agreement shall extend for a period of sixty (60) days commencing on the first day of Installation and Configuration services of each Licensed Program.

#### **Warranty**

SunGard Public Sector warrants that for a period of one hundred twenty (120) days after testing and acceptance of the Licensed Programs, the SunGard Public Sector Licensed Programs herein will perform in substantial compliance with the reference documentation supplied by SunGard Public Sector, provided the Licensed Programs are used in the proper operating environment. SunGard Public Sector does not warrant that the functions contained in the Licensed Programs will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the one hundred twenty (120) day period.

Any other utility or incidental software distributed by SunGard Public Sector will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. SunGard Public Sector shall be responsible only for the Licensed Programs and products as originally supplied and accepted by Customer, and for changes made to the Licensed Programs by SunGard Public Sector's authorized representatives. SunGard Public Sector will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Programs made by the Customer or any other unauthorized party.

SunGard Public Sector warrants that it has the right to license the SunGard Public Sector Licensed Programs listed herein and that the SunGard Public Sector Licensed Programs do not infringe any intellectual property of any third party. SunGard Public Sector agrees to defend and indemnify Customer against expenses, including reasonable attorneys' fees, costs, expert fees and other fees and expenses and liability arising from any claim of infringement related to SunGard Public Sector Licensed Programs provided SunGard Public Sector shall have the right to control the defense or settlement of any such claim. If use of the SunGard Public Sector Licensed Programs by the Customer is enjoined by any infringement proceeding, SunGard Public Sector shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the SunGard Public Sector Licensed Programs or if that is not possible, SunGard Public Sector shall refund to the Customer the license fees paid under this Supplement for the particular Licensed Program that is determined to be infringing.

SunGard Public Sector does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by SunGard Public Sector.

**SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

#### **Remedies and Limitation of Liability**

In situations involving performance or nonperformance of Licensed Programs furnished under this Supplement, the Customer's remedy is (1) the prompt correction by SunGard Public Sector of Licensed Program defects, or (2) if, after commercially reasonable efforts, SunGard Public Sector is unable to make the Licensed Programs operate as warranted, SunGard Public Sector shall reimburse Customer actual, direct damages to the limits set forth in Section XI of the Agreement. Customer shall return or destroy the Licensed Programs for which damages are sought once the reimbursement has been received.

SunGard Public Sector's liability for claims related to bodily injury, death and damage to real property and tangible personal property, as provided in Section XI of the Agreement, is intended to include, and does include, claims in which automobiles are involved.

#### **Consulting Services (SCR)**

SCR form(s) for optional consulting services in this Supplement is attached for Customer signature and return to SunGard Public Sector in the event that Customer elects to accept these optional consulting services. SunGard Public Sector will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment. The final fifty percent (50%) payment is due upon completion. Data must be given to SunGard Public Sector in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional consulting, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion.

#### **Scheduled Resource Changes**

Customer acknowledges that SunGard Public Sector makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of SunGard Public Sector's personnel and to obtain favorable prices for travel and living. In the event Customer schedules and then cancels training or project management, Customer shall be obligated to reimburse SunGard Public Sector for any non-refundable expenses incurred by SunGard Public Sector for travel expenses.

SunGard Public Sector Schedule A  
Ver 02/08/08

2 of 4

City of College Station, TX COLG-081530.doc  
December 12, 2008

Notwithstanding the above, SunGard Public Sector will use commercially reasonable efforts to reschedule SunGard Public Sector personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent SunGard Public Sector is successful in such rescheduling, Customer's payment obligations shall be reduced.

**Provisions of Insurance**

The provisions for insurance as defined in the Agreement are hereby terminated for this and subsequent SunGard Public Sector supplements and shall be replaced with the attached "Certificate of Liability Insurance".

**Preprinted Terms and Conditions**

Preprinted conditions and all other terms, not included in this Supplement or in the Agreement, on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by SunGard Public Sector in writing to the Customer.

**Non-Hiring Statement**

During the term of this Supplement and for a period of twenty-four (24) months after the termination of this Supplements, neither party may offer to hire or in any way employ or compensate any of the employees of the other Party or persons who have been employed by that party within the immediate past twenty-four (24) months without prior consent of the other party.

**Estimated Travel and Living Expenses**

The Travel and Living Expense estimated below includes travel and living expenses associated with services performed for the Licensed Programs in this Supplement. Customer agrees to pay actual travel and living expenses incurred by SunGard Public Sector. SunGard Public Sector will use commercially reasonable efforts not to exceed the projected expense defined below.

Airfare	\$600 (booked at least 21 days in advance)	1 Flight
Hotel	\$125/Night	3 Nights - \$375
Per diem	\$ 45/Day	3 Days - \$135
Car Rental	\$ 90/Day	3 Days - \$270
Miscellaneous Expenses (Parking, Tolls, Mileage etc.) = \$ 100		
<b>Customer is Tax Exempt</b>		

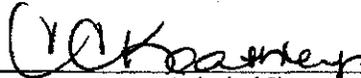
The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by January 31, 2008.

Customer warrants that the amounts to be paid hereunder will be paid out of Customers budgeted funds.

**CITY OF COLLEGE STATION, TX**

**SUNGARD PUBLIC SECTOR INC.**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

*M. Powell*  
\_\_\_\_\_  
City Attorney

*12-23-08*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

<b>CLIENT:</b> City of College Station TX		<b>SCR NUMBER:</b> COLG HT 2008-6672	
<b>APPLICATION:</b> Imaging Interface		<b>DATE:</b> 12/12/2008	
<b>REQUEST DESCRIPTION</b>			
<p>Provide for a technical resource to work with a 3rd party Image vendor to assist with a general understanding of the interface, provide documentation on how to use the Image API Interface calls, and to answer any related questions. Assistance will be limited to the I-Series system upon which the SunGard HTE Applications are installed. Connectivity and programming issues fall outside the scope of the provided services covered by this SCR, necessitated by the fact that development languages and platforms used by 3<sup>rd</sup> party vendors may lie outside SunGard HTE's primary development expertise. These consultation services will be available for a period of 20 hours over a 2 week time period during <u>normal business hours</u> at which time the SCR is considered complete and the remaining balance due. If additional services are needed beyond that time an additional SCR will be required.</p> <p>Supported API List: Generic Imaging – IMAPI000, IMAPI001, IMAPI032</p> <p>This work will be based on the current version and may require that the client load this version as part of the SCR.</p> <p><u>This work will be based on the current version and may require that the client load this version as part of the SCR.</u></p> <p><b>NOTE:</b> Planned Environment: <u>5.0</u> = Version, User Interface: <u>X</u> = NaviLine and/or <u>  </u> = Select/Green Screen Request will be: <u>  </u> = One Time Process, <u>  </u> = Custom Modification, <u>X</u> = Base Feature If Custom Modification then the estimated future cost for retrofitting this work is:</p>			
CONNECT CARE CASE #: Not Available		<b>TOTAL COST: \$6,000.00</b>	

**INSTRUCTIONS:**

- 1) **This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 days. Unreturned and unsigned SCR's will automatically be cancelled after 30 days.**
- 2) Return a faxed, signed copy to HTE (407-304-1025).
- 3) Maintain a copy for your records.
- 4) Upon receipt of the fax, it will be processed through the SunGard Accounting Department for invoicing.

**INFORMATION**

- 5) On site installation and training is not included in cost unless specified above.
- 6) If your organization has a modification maintenance agreement (Currently \$100.00/modified object and is subject to change), this modification will become part of the plan. If you do not have an agreement, you are responsible for the cost to retrofit this mod into new releases.

**INVOICE –**

- For billing inquiries regarding this SCR, please use the number located at the top right of this form.
- Please remit the first 50% of the total cost to SunGard's Accounting Department referencing this SCR #. Programming will not begin until the 50% payment is received.
- The second 50% will be invoiced upon completion of the project.
- Prices are quoted in U.S. dollars.

**SUNGARD®**  
**PUBLIC SECTOR**

**System Change Request Form**

SUNGARD CONFIRMATION: Regena Pickett	DATE: 12/12/2008
CLIENT AUTHORIZATION:	DATE:
REQUESTED COMPLETION DATE:	

**INSTRUCTIONS:**

- 1) **This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 days. Unreturned and unsigned SCR's will automatically be cancelled after 30 days.**
- 2) Return a faxed, signed copy to HTE (407-304-1025).
- 3) Maintain a copy for your records.
- 4) Upon receipt of the fax, it will be processed through the SunGard Accounting Department for invoicing.

**INFORMATION**

- 5) On site installation and training is not included in cost unless specified above.
- 6) If your organization has a modification maintenance agreement (Currently \$100.00/modified object and is subject to change), this modification will become part of the plan. If you do not have an agreement, you are responsible for the cost to retrofit this mod into new releases.

**INVOICE –**

- For billing inquiries regarding this SCR, please use the number located at the top right of this form.
- Please remit the first 50% of the total cost to SunGard's Accounting Department referencing this SCR #. Programming will not begin until the 50% payment is received.
- The second 50% will be invoiced upon completion of the project.
- Prices are quoted in U.S. dollars.

**January 8, 2009  
Consent Agenda Item 2C  
Green Teams, Inc., Change Order #5 on an Existing Landscape Maintenance  
Service Contract**

**To:** Glenn Brown, City Manager

**From:** Marco A. Cisneros, Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion regarding a Change Order to an existing Landscape Maintenance Service Contract with Green Teams, Inc. (d.b.a: The Greenery), in the amount of \$42,324.00, to add the annual landscape maintenance functions for: Dartmouth Street Extension, University Park, Edelweiss Gartens Park, Crescent Pointe Park, and Woodland Hills Park.

**Recommendation(s):** Staff recommends approving Change Order #5, in the amount of \$42,324.00.

**Summary:** Green Teams, Inc. is the current service provider for the annual landscape maintenance functions on thirty-four (34) municipal sites. Change Order #5 will add five sites to this existing contract. The new sites include: Dartmouth Street Extension, University Park, Edelweiss Gartens Park, Crescent Pointe Park, and Woodland Hills Park. Contract #06-261 requires that Change Orders greater than \$25,000.00 must be approved by the City Council.

**Budget & Financial Summary:** Funding for the four park sites have been included in the FY 08-09 Budget in the General Fund - Parks and Recreation Department. There has been no funding identified for the Dartmouth Street extension. The maintenance totals for these five sites are for a partial year – only through the end of September 2009, as all sites will be re-bid in late summer of 2009 for FY 09-10.

		Cumulative Percent Change:
Original Base Bid:	\$297,463.00	
Change Order #1:	\$780.00	0.26%
Change Order #2:	\$2,312.00	1.04%
Change Order #3:	(\$2,600.00)	0.17%
Change Order #4:	\$30,423.00	10.39%
5% increase with renewal: #2 of 9/11/2008:	\$14,897.75	N/A
Current contract amount as of 9/11/2008 renewal:	\$343,275.75	
Change Order #5:	<u>\$42,324.00</u>	<u>14.23%</u>
<b>Proposed new contract Amount:</b>	<b>\$385,599.75</b>	<b>24.62%</b>

Change Order #5, in the amount of \$42,324.00, is a 14.23% increase over the original contract amount of \$297,463.00; and a cumulative percentage total of 24.62% above the original contract amount. The maximum allowed percentage increase for Change Orders above the Original Base Bid is 25%.

**Attachments:**

1. Change Order Form

CHANGE ORDER NO. 5      DATE: 12/01/2008  
 CONTRACT # 06-261      PROJECT DESCRIPTION: Annual landscape maintenance  
 PROJECT # N/A      for various municipal facilities and sites.

P.O.# 090011

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

**CONTRACTOR:**  
 Green Teams, Inc.  
 731 Industrial Blvd.  
 Bryan, TX 77803-2016

Ph: 979.923.7551  
 Fax: 979.822.3303

**PURPOSE OF THIS CHANGE ORDER:**  
 Item 1: Add mow/trim/clean-up & landscape maintenance trips for: Dartmouth Street extension, University Park, Edelweiss Gartens Park, Crescent Pointe Park, Woodland Hills Park for the remainder of FY 2009.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	lot	Dartmouth Street extension	\$ 8,881.00	0	1	\$ 8,881.00
	lot	University Park	\$ 7,484.00	0	1	\$ 7,484.00
	lot	Edelweiss Gartens Park	\$12,770.00	0	1	\$12,770.00
	lot	Crescent Pointe Park	\$ 5,555.00	0	1	\$ 5,555.00
	lot	Woodland Hills Park	\$ 7,634.00	0	1	\$ 7,634.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 14.23% Increase.

Original Contract Amount:	\$ 297,463.00	
Change Order 1:	\$ 780.00	0.26% increase above original amount
Change Order 2:	\$ 2,312.00	0.78% increase above original amount
Change Order 3:	\$ (2,600.00)	(0.87%) increase above original amount
Change Order 4:	\$ 30,423.00	10.23% increase above original amount
Change Order 5:	\$ 42,324.00	14.23% increase above original amount
Original contract amount with 5 Change Orders:	\$ 370,702.00	24.62% cumulative increase above original contract amount.
Five (5%) Price Increase with Contract Renewal for FY '09:	\$ 14,897.75	

**REVISED CONTRACT AMOUNT**      \$ 385,599.75

**ORIGINAL CONTRACT TIME**

Change Order No. 1 Time Extension or Reduction	N/A	Days
Change Order No. 2 Time Extension or Reduction	N/A	Days
Change Order No. 3 Time Extension or Reduction	N/A	Days
Change Order No. 4 Time Extension or Reduction	N/A	Days
Change Order No. 5 Time Extension or Reduction	N/A	Days

**REVISED CONTRACT TIME**      N/A      Days

ORIGINAL SUBSTANTIAL COMPLETION DATE      N/A

REVISED SUBSTANTIAL COMPLETION DATE      N/A

APPROVED:

N/A  
 A/E CONTRACTOR  
 \_\_\_\_\_  
 GREEN TEAMS INC.

_____	Date	CHIEF FINANCIAL OFFICER	_____	Date
12-1-09		John C. Fales	_____	
_____	Date	CITY ATTORNEY	_____	Date

N/A  
 PROJECT MANAGER

_____	Date	CITY MANAGER	_____	Date
-------	------	--------------	-------	------

N/A  
 CITY ENGINEER

_____	Date	MAYOR	_____	Date
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DEPARTMENT DIRECTOR/ ADMINISTRATOR

_____	Date	CITY SECRETARY	_____	Date
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**January 8, 2009**  
**Consent Agenda Item 2D**  
**Approval and Ratification of a Contract with Bryan Coca Cola Company**

**To:** Glenn Brown, City Manager

**From:** Marco A. Cisneros, Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion regarding approval and ratification of a contract to provide non-alcoholic beverages for resale at City operated concession stands for a period of six years beginning in January 2007.

**Recommendation(s):** Staff recommends Council approval and ratification of the attached contract for the provision of non-alcoholic beverages for resale at City operated concession stands.

**Summary:** This item is to bring forward a contract, previously signed by the City Manager's Office, for approval by the City Council. In July of 2007 a contract with Bryan Coca Cola Bottling Company was executed to purchase non-alcoholic beverages to be resold through the City's concession stands. At the time of the City Manager's signature, Parks and Recreation Department staff understood the contract approval to be in an amount not to exceed \$25,000 per year and routed the contract through for the City Manager's signature. Purchasing staff understood the contract approval to be for \$25,000 over the six year term of the agreement. Had this difference in interpretation been clarified earlier, this contract would have been brought forward to the Council with a not to exceed amount of \$150,000. The difference of interpretation resurfaced as the amount of product to be purchased under the existing purchase order began to approach the \$50,000 limit. Thus, the contract needs to be brought forward now to the City Council for approval and ratification in order to allow for the proper purchase of beverages and supplies. Preferred pricing and product were offered to the City in exchange for the six year term which began in January 2007.

Competitive bidding is not required pursuant to LGC 252.022(a)(14), goods purchased for resale by a municipality for subsequent resale by the municipality.

**Budget & Financial Summary:** Funds are provided annually in the Parks and Recreation Department General Fund Budget. The products purchased with these funds are then resold through the City's Concessions operation at various Parks and Recreation Department facilities.

**Attachments:**

Contract #07-250 with Bryan Coca Cola

## AGREEMENT

This agreement ("Agreement") is between Bryan Coca-Cola Bottling Company, a Coca-Cola Enterprises Corporation (hereinafter referred to as "Bottler"), and The City of College Station Parks and Recreation Department, (hereinafter referred to as "Account").

WHEREAS, Account owns and operates facilities in College Station, located at Wolf Pen Creek Amphitheater, Veterans Park, Central Park, Bee Creek Park and Adamson Aquatic Park ("Facility") and has the authority to offer certain exclusive advertising and beverage availability rights in such Facility over a six (6) year term; and

WHEREAS, Bottler desires to advertise certain of Bottler's beverage products and that its beverages be made available for sale in such Facility on an exclusive basis.

NOW, THEREFORE, in consideration of the acts and promises contained herein, the parties hereby agree as follows:

A. Term.

The term of this Agreement shall commence on 01/01/07 ("Effective Date") and shall continue for a period of six (6) years ("Term").

B. Defined Terms.

1. "Beverage" or "Beverages" shall mean all nonalcoholic beverages, carbonated and non-carbonated, including but not limited to, carbonated soft drinks; mixers; flavored and unflavored packaged waters; natural or artificially flavored nonalcoholic fruit juice-containing or flavored drinks; fruit punches and ades; isotonic, energy and fluid replacement drinks (sometimes referred to as "sports drinks"); coffee and tea drinks; "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, tap water or unbranded juice squeezed fresh on location.

2. "Products" shall mean Beverages purchased directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.

3. "Competitive Products" shall mean all Beverages that are not Products.

4. "Facility" shall mean and include the entire premises of Wolf Pen Creek Amphitheater, Veterans Park, Central Park, Bee Creek Park and Adamson Aquatic Park including without limitation, all existing and future buildings, athletic facilities, all parking lots, grounds, dining facilities, branded and unbranded food service outlets, concession and vending locations.

C. Responsibilities of Bottler. Bottler hereby promises that it shall:

1. Provide to Account at no charge an aggregate of Five Thousand Dollars (\$5000.00) in merchandise, advertising materials or other mutually agreed upon items at Wolf Pen Amphitheater for the entire Term (the "Sponsorship Fees").

The merchandise valued in aggregate of Five Thousand Dollars (\$5,000) shall be provided by Bottler to Wolf Pen Amphitheater over a period of two years. Three Thousand Dollars (\$3,000) in merchandise shall be provided in the first year (2007) of the Agreement and Two Thousand Dollars

(\$2,000) shall be provided in the second year (2008). The first year's merchandise shall be provided within thirty (30) days of the date this agreement is fully executed and the second year's merchandise shall be provided on or about the anniversary date of the Agreement

2. Pay Account a monthly commission on cash collected (less taxes, applicable fees, and any government imposed deposits) on full-service Beverage vending sales sold at the Facility. Commission rates and initial vend prices are set forth in Exhibit A.
3. Provide Forty (40) cases of 12oz cans per year at no charge to the City of College Station Parks & Recreation Dept. Account shall provide to Bryan Coca-Cola Bottling Company a requested product list 15 days prior to delivery.
4. Provide Four (4) specialty tables and Four (4) Umbrellas valued at one thousand five hundred dollar (\$1,500) at no charge to the Account for Veterans Park.
5. Supply to Account at no charge Coca-Cola identified point of sale and advertising materials for concession stands, including non-illuminated menu boards, clocks, advertising panels and other such point of sale materials as mutually agreed upon. Such advertising materials shall not exceed the value of one thousand five hundred dollars (\$1,500).
6. Volume Incentive – Once the City of College Station Parks & Recreation Department achieves a minimum volume goal of one thousand one hundred (1100) cases purchased each year from Bryan Coca-Cola Bottling Company, then Account will earn a One Dollar (\$1.00) per case rebate on each case above 1100 cases annually. Rebate to be paid after the end of each year within Thirty (30) days in the form of Bottler product.

D. Responsibilities of Account. Account hereby promises that it shall:

1. Cause the Products purchased directly from Bottler to be the only Beverages sold at the concession stands, including all concessions, coolers and vending machine locations. No Competitive Products shall be sold in the Facility.
2. Cause all menu boards, Equipment (as defined herein) and concessions dispensing Beverages on the premises of the Facility to carry advertising panels mentioning Products which are clearly visible to the purchasing public. Bottler shall supply advertising panels per Section C 5 above.
3. Use and cause all concessionaires to use Coca-Cola trademark cups purchased from Bottler.
4. Grant exclusive Beverage advertising rights in the Facility to Bottler. Advertising rights at the Facility shall not be granted with respect to any Competitive Products.
5. Grant to Bottler the exclusive Beverage vending rights at the Facility. Account agrees that Bottler shall have the right to place a minimum of Two (2) Beverage vending machines in mutually agreed upon locations at the Facility and that at least, Eighty percent (80%) of such Beverage vending machines shall vend 20 ounce bottled Products. Bottler agrees that all Beverage vending machines shall be equipped with dollar bill validators. Bottler agrees that all vending machines shall be kept in working condition. If not in working condition, Account has the right to require Bottler to remove the non-working vending machines within 15 days upon written notice.
6. Allow access by Bottler personnel to change its advertising messages in the Facility. Such changes will be at Bottler's expense and will be mutually agreed upon by both parties.
7. Maintain sufficient insurance to adequately protect the respective interests of the parties hereto.

8. Grant to Bottler first right of refusal of any similar agreement regarding advertising and Beverage availability rights for a period of 120 days prior to the expiration or termination of this agreement, to the extent permitted by Texas law.

E. Pricing. Account shall be entitled to purchase bottle/can Products from Bottler in accordance with the price schedule set forth in Exhibit B. Such prices shall remain in effect until December 31, 2007.

Thereafter, such prices will be subject to an annual increase of no more than three percent (3.0%) over the previous year's price, except in the event of a substantial and unforeseen increase in a material component of Bottler's cost of goods, manufacture or delivery, in which case Bottler may increase prices to cover such increased costs. Annual price increases shall occur automatically on January 1 of each year during the term of the contract. If the increase in price is more than 4.5% over the previous year, Account has the right to terminate this contract immediately.

F. Equipment

1. During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreement, at no cost, all Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facility, and any additional equipment reasonably required by Account to replace defective or worn out Beverage dispensing equipment ("Equipment"). Account represents and warrants that electrical service at the Facility is proper and adequate for installation of Equipment.

2. Account agrees that it will execute any UCC Financing Statements, or other documents evidencing Bottler's ownership of the Beverage dispensing Equipment, upon request of Bottler to the extent permitted by Texas law. The Beverage dispensing Equipment may not be removed from the Facility without Bottler's written consent, and Account agrees not to encumber the Beverage dispensing Equipment in any manner or permit the Beverage dispensing Equipment to be attached thereto except as authorized by Bottler. Account reserves the right to remove the Beverage dispensing equipment if it is in non-working condition after 10 day written notice to Bottler. Account will be responsible to Bottler for any loss or damage to said Beverage Dispensing Equipment, reasonable wear and tear excepted.

G. Indemnification.

1. BOTTLER SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT.

H. Termination.

1. If Account or Bottler fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, either party may terminate this Agreement. Terminating party shall provide 30 days written notice. Termination notice must be sent by certified mail or delivered in person. If breach is by Account, Account shall (i) return the Equipment to Bottler, and (ii) pay to Bottler, within ten (30) thirty days, the unearned portion of any pre-paid Sponsorship Fees and a pro rata refund of the costs of refurbishing and installing the Equipment. Said refund amount shall be agreed upon by both parties. If Breach is by Bottler, Bottler shall pick up the Equipment and pay to Account the earned portion of Sponsorship Fee and shall pay the costs involved with refurbishing and dismantling the Equipment.

2. Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts, or in any manner interferes with the sale or advertising of Beverages

at any time during the Term of this Agreement, then as an option but not as its sole remedy, either party may terminate this Agreement and Account shall (i) return the Equipment to Bottler, and (ii) pay to Bottler, within ten (30) thirty days, the unearned portion of any pre-paid Sponsorship Fees. Bottler shall pay half of the costs involved with returning the equipment and half of the costs of refurbishing and dismantling the Equipment.

3. Both parties represent and warrant that it has full right and authority to enter into this Agreement and to grant and convey the rights set forth herein. Upon expiration or revocation of such authority, then as an option but not its sole remedy, either party may terminate this Agreement, and Account shall (i) return the Equipment to Bottler, and (ii) pay to Bottler, within ten (30) thirty days, the unearned portion of any pre-paid Sponsorship Fees. Both parties shall pay half of the costs involved with returning the equipment and half of the costs of refurbishing and dismantling the Equipment.

I. Miscellaneous. This Agreement and its Exhibit A, Commission Schedule and Exhibit B Pricing Schedule constitutes the entire understanding of the parties and no terms may be altered or waived except by the mutual written consent of both parties. If this agreement conflicts with any other agreement between the parties, this agreement shall control. This Agreement may not be assigned by or otherwise conveyed by either party without written consent of both parties. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws of the State of Texas, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approval required in order to fully perform its obligations hereunder.

Bottler:

By: Pat Patrick

Printed Name: Pat Patrick

Title: Sales Center Manager

Date: 7/19/07

CITY OF COLLEGE STATION

BY: Kathleen Memeie

City Manager

Date: 7-30-07

APPROVED:

J. M. Kerntz  
Chief Financial Officer

Date: 7-28-07

Angela M. Redica  
City Attorney

Date: 7-26-07

CITY OF COLLEGE STATION

By: \_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY SECRETARY  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
CITY MANAGER  
Date: \_\_\_\_\_

\_\_\_\_\_  
CHIEF FINANCIAL OFFICER  
Date: \_\_\_\_\_

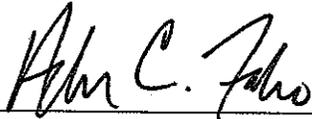
  
\_\_\_\_\_  
CITY ATTORNEY  
Date: \_\_\_\_\_

EXHIBIT A

Commission Schedule

Full Service Vending

<u>PACKAGE</u>	<u>COMMISSION RATE</u>	<u>VEND PRICE</u>
12 ounce cans (carbonated)	25%	\$ .75
20 ounce bottles (carbonated)	30%	\$ 1.00
16 ounce bottles (energy)	25%	\$ 2.00
20 ounce bottles (POWERaDE)	25%	\$ 1.25
20 ounce bottles (packaged waters)	25%	\$ 1.00

Starting in year Three (3) of the contract agreement vending prices will have an increase to the following prices and will continue through years Three (3) through Six (6).

<u>PACKAGE</u>	<u>COMMISSION RATE</u>	<u>VEND PRICE</u>
12 ounce cans (carbonated)	25%	\$ 1.00
20 ounce bottles (carbonated)	30%	\$ 1.25
16 ounce bottles (energy)	25%	\$ 2.25
20 ounce bottles (PowerAde)	25%	\$ 1.50
20 ounce bottles (packaged waters)	25%	\$ 1.25

**EXHIBIT B**

**Pricing Schedule**

**Package**

**Price per Case**

12 ounce cans (carbonated)	\$ 7.00
20 ounce bottles (carbonated)	\$ 15.00
20 ounce bottles (PowerAde)	\$ 17.50
20 ounce bottles (Dasani Water)	\$ 13.00
16 ounce cans (energy)	\$ 27.00

**Post-Mix**

**5 Gallon BIB**

Coca-Cola classic, Cherry Coke Minute Maid, Barq's Root Beer Sprite, Dr Pepper, Fanta flavors Nestea Raspberry, Big Red, Diet Coke,	\$47.75
--	---------

**2.5 Gallon BIB**

Diet Dr Pepper, PowerAde MB, PowerAde LL	\$24.63
---	---------

**Cups Styro**

16 ounce	\$ 20.00 per 500
24 ounce	\$ 27.00 per 500
32 ounce	\$ 33.00 per 300

**Cups Poly**

16 ounce	\$ 39.75 per 1000
24 ounce	\$ 44.00 per 1000
32 ounce	\$ 33.50 per 480

**Lids**

16 ounce styro	\$19.00 per 1,000
16/24 ounce poly	\$29.00 per 2,000
24 ounce styro	\$19.00 per 500
32 ounce styro	\$19.00 per 500
32 ounce poly	\$ 24.00 per 960

**C02**

20 lb. cylinder	\$16.00 per cylinder (plus \$75.00 deposit)
-----------------	---

**January, 8, 2009**  
**Consent Agenda Item 2e**  
**Construction Contract #09-059 for Construction Improvements in**  
**Oaks Park and Lions Park**

**To:** Glenn Brown, City Manager

**From:** Marco A. Cisneros, Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #09-059) with South Construction, Inc. in the amount of \$96,832, for construction improvements in Oaks Park and Lions Park, PK0705 / PK0704.

**Recommendation(s):** Staff recommends approval of the resolution and award of the construction contract with South Construction, Inc., for construction improvements in Oaks Park and Lions Park, in the amount of \$96,832 and sixty (60) construction days.

**Summary:** The improvements in Oaks Park include concrete work, ten (10) area lights, one (1) bench, hydro-mulching and planter bed improvements. One alternate was also included for additional concrete work. The improvements in Lions Park include concrete work, removal of the old swingset in the park and installation of a new swingset.

**Budget & Financial Summary:** Six (6) sealed, competitive bids were received and opened on November 18, 2008. The bid summary is attached. Funds are available and budgeted in the Community Development Block Grant in the amount of \$110,000.

**Attachments:**

- 1) Resolution
- 2) Bid Number 09-10 Tabulation
- 3) Site Plan for Oaks Park Sidewalks
- 4) Site Plan for Oaks Park Lighting
- 5) Site Plan for Lions Park

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT, #09-059, FOR CONSTRUCTION IMPROVEMENTS IN OAKS PARK AND LIONS PARK, PROJECT NUMBERS PK 0705 / PK O804.

WHEREAS, the City of College Station, Texas, solicited bids for construction improvements in Oaks Park and Lions Park Construction Project; now therefore,

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

PART 1: That the City Council hereby finds that South Construction, Inc., is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with South Construction, Inc., in the amount of \$96,832.00 for the Base Bid and Alternate for the labor, materials, and equipment required for the construction improvements in the Oaks Park and Lions Park.

PART 3: That the funding for this contract shall be as budgeted from the Community Development Block Grant Fund in the amount of \$96,832.00.

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

ADOPTED this the 8<sup>th</sup> day of January 2009.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

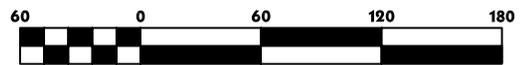
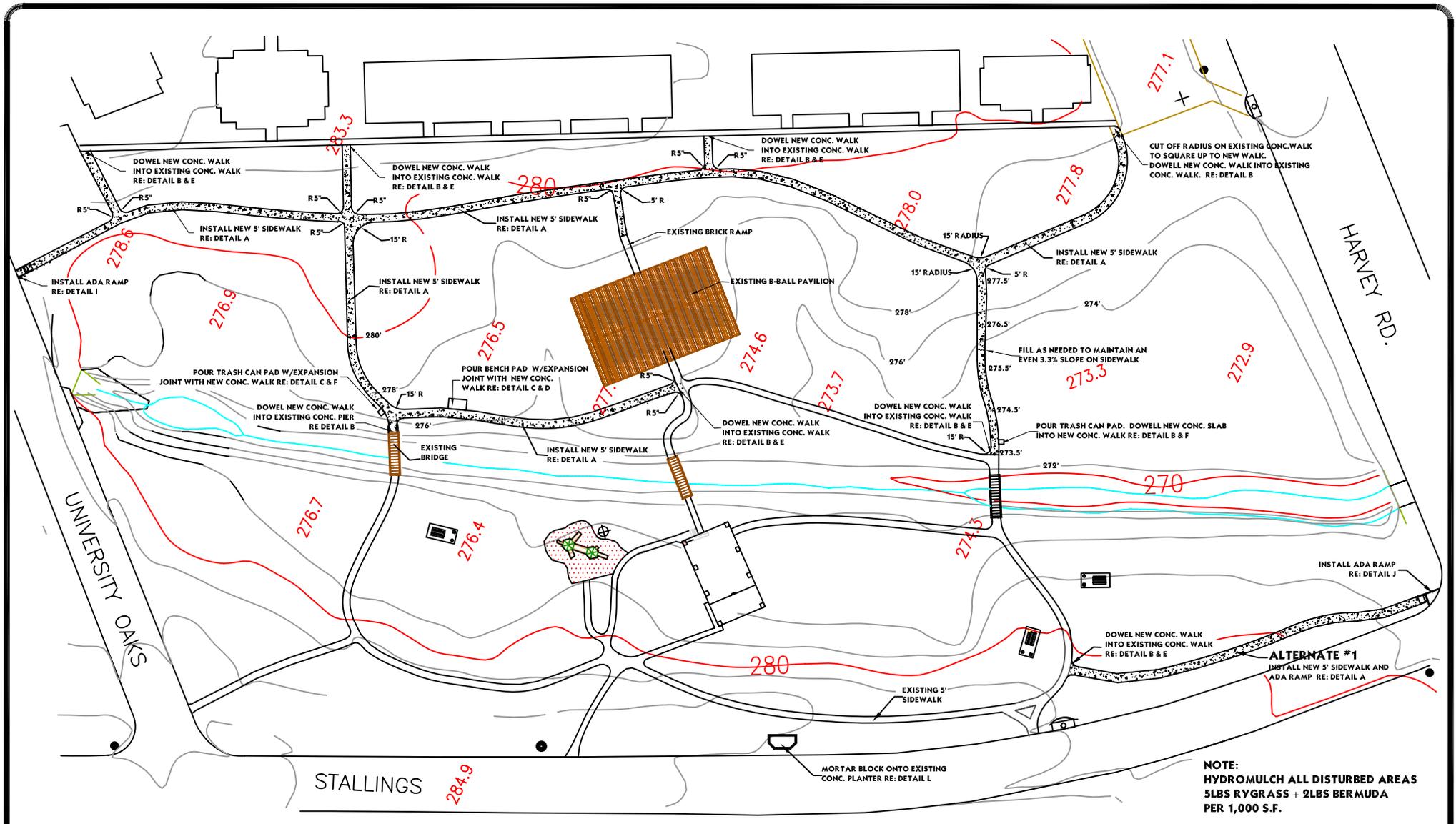
APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-10**  
**"Oaks Park and Lions Park Improvements"**  
**Open Date: Tuesday, November 18, 2008 @ 2:00 p.m.**

<b>OAKS PARK</b>				<b>South Construction, Inc.</b>		<b>Fuqua Construction</b>		<b>Acklam Construction Co., LTD.</b>		<b>Dudley Construction, Ltd.</b>		<b>C&amp;L Concrete Construction, Inc.</b>		<b>Housing &amp; Land Development Corporation</b>	
<b>ITEM</b>	<b>QT Y</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
1	1	LS	Concrete Flatwork (approx. 7,700 sf)	\$40,200.00	\$40,200.00	\$34,843.00	\$34,843.00	\$43,700.00	\$43,700.00	\$46,000.00	\$46,000.00	\$56,745.00	\$56,745.00	\$58,966.67	\$58,966.67
2	1	LS	Area Lights (10), conduit, Junction boxes, etc.	\$32,900.00	\$32,900.00	\$42,476.00	\$42,476.00	\$33,200.00	\$33,200.00	\$38,000.00	\$38,000.00	\$30,400.00	\$30,400.00	\$50,231.99	\$50,231.99
3	1	LF	Hydromulch disturbed areas/finish grading	\$2,525.00	\$2,525.00	\$1,230.00	\$1,230.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$3,877.00	\$3,877.00	\$7,250.00	\$7,250.00
4	1	LS	Planter Bed Improvements (CCMU's)	\$1,840.00	\$1,840.00	\$1,819.00	\$1,819.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$1,875.00	\$1,875.00	\$4,350.00	\$4,350.00
5	1	LS	Victor Stanley Bench - Model CR196	\$1,942.00	\$1,942.00	\$2,132.00	\$2,132.00	\$2,130.00	\$2,130.00	\$2,500.00	\$2,500.00	\$2,087.00	\$2,087.00	\$2,900.00	\$2,900.00
<b>ALTERNATE</b>															
6	1	LS	Concrete Flatwork (Approx. 1,350 sq ft)	\$7,500.00	\$7,500.00	\$4,575.00	\$4,575.00	\$8,100.00	\$8,100.00	\$10,000.00	\$10,000.00	\$5,885.00	\$5,885.00	\$10,319.17	\$10,319.17
<b>LIONS PARK</b>															
1	1	LS	Concrete Flatwork (Approx. 100 sq ft)	\$750.00	\$750.00	\$2,066.00	\$2,066.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,160.00	\$1,160.00
2	1	LS	Remove Concrete Boarder/Sod disturbed area etc.	\$1,850.00	\$1,850.00	\$3,091.00	\$3,091.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$2,750.00	\$2,750.00	\$2,900.00	\$2,900.00
3	1	LS	Old Swingset Removal/New Swingset Installation	\$4,250.00	\$4,250.00	\$1,105.00	\$1,105.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,400.00	\$3,400.00	\$1,450.00	\$1,450.00
4	1	LS	New Swingset Cost	\$3,075.00	\$3,075.00	\$3,786.00	\$3,786.00	\$3,170.00	\$3,170.00	\$5,250.00	\$5,250.00	\$2,940.00	\$2,940.00	\$5,075.00	\$5,075.00
<b>TOTAL CONSTRUCTION COST WITH ALTERNATE</b>					<b>\$96,832.00</b>		<b>\$97,123.00</b>		<b>\$103,000.00</b>		<b>\$117,750.00</b>		<b>\$112,459.00</b>		<b>\$144,602.83</b>
<b>Total Number of Calendar Days to Substantial Completion</b>					<b>60</b>		<b>60</b>		<b>60</b>		<b>60</b>		<b>60</b>		<b>60</b>
<b>Executed 5% Bidder's Bond</b>					<b>✓</b>		<b>✓</b>		<b>✓</b>		<b>✓</b>		<b>✓</b>		<b>✓</b>
<b>Certification from bid package</b>					<b>✓</b>		<b>✓</b>		<b>✓</b>		<b>✓</b>		<b>✓</b>		<b>✓</b>



Scale 1" = 60' on 11"x17" sheet

**CITY OF COLLEGE STATION  
PARKS AND RECREATION DEPARTMENT**

POST OFFICE BOX 9960  
COLLEGE STATION, TX. 77842  
WWW.CSTX.GOV

**OAKS PARK  
SIDEWALK PLAN**

DATE: OCT. 2008  
PROJECT MANAGER:  
DAVID WOOD  
(979) 764-3888

REVISIONS:

SHEET:  
**1**  
OF 4



SCALE: 1" = 20'



REMOVE AND HAUL OFF EXISTING PLAYGROUND & TRANSFER PEA GRAVEL TO OTHER PLAYGROUND. FILL VACATED AREA WITH TOPSOIL. SOD W/TIFF BERMUDA. WATER SOD FOR 2 WEEKS.

REMOVE EXISTING BENCH AND CONCRETE PAD. SAWCUT PAD FROM ADJOINING CONCRETE WALK HAUL OFF OLD CONCRETE PAD ADD SOIL & SOD

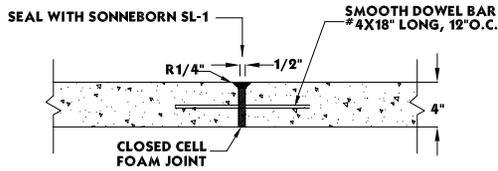
PLAYGROUND

EXISTING CONCRETE

RADIUS

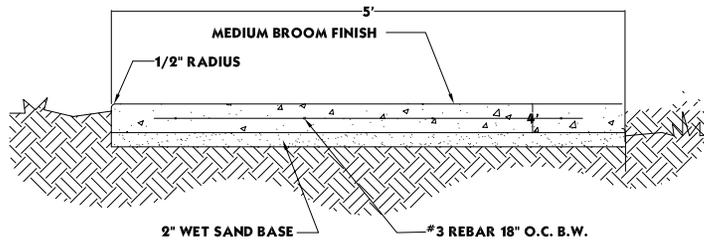
### A RADIUS CORNER CUTOFF

NOT TO SCALE



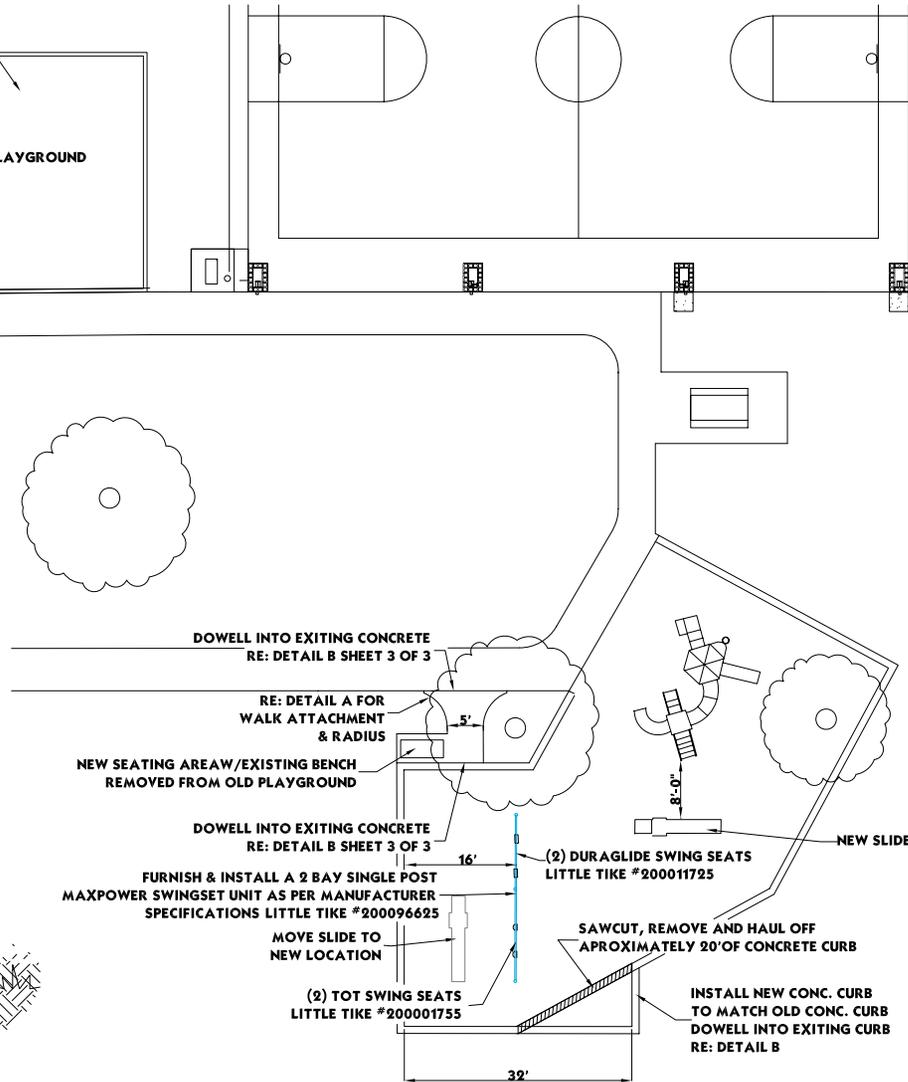
### B EXPANSION JOINT

NOT TO SCALE



### C SIDEWALK SECTION

NOT TO SCALE



CITY OF COLLEGE STATION  
 PARKS AND RECREATION DEPARTMENT  
 POST OFFICE BOX 9960  
 COLLEGE STATION, TX. 77842  
 WWW.CS.TX.GOV

# LIONS PARK SWING SET

DATE: SEPT. 2008  
 PROJECT MANAGER:  
 DAVID WOOD  
 (979) 764-3888

REVISIONS:

SHEET:  
**1**  
 OF 1

PRINT ON 11" X 17" SHEET

**January 8, 2009**  
**Consent Agenda Item 2f**  
**Multifamily and Commercial Recycling Feasibility Study**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion to approve contract #09-039 in an amount not to exceed \$63,500.00 with R.W. Beck Incorporated to provide a recycling feasibility study. The study includes an analysis of drop-off and on-site recycling programs for the multifamily and commercial sectors.

**Recommendation(s):** Staff recommends approval of contract #09-039 in the amount of \$63,500.00 with R.W. Beck Incorporated for a recycling feasibility study.

**Summary:** Currently there are no on-site recycling programs available for multi-family and commercial business sectors. No recycling drop-off center currently available to over 9,000 multifamily apartment units and 1000 commercial businesses in College Station. An available recycling drop-off center will allow multifamily and commercial citizens to drop-off various recycling items. On-site recycling for multi-family and commercial sectors will allow recyclables to be collected at these sites.

The feasibility study will be conducted by R.W. Beck Incorporated, a professional consulting and engineering services company. The study will consist of initiation and management, demand projections, operating standards, a market analysis, on-site options for multi-family and commercial recycling, and report preparation and presentation.

This Service Level Adjustment was approved by council on September 25, 2008.

**Budget & Financial Summary:** Funds for the multifamily and commercial recycling feasibility study are budgeted in the Sanitation Fund, Residential Collection Division. This purchase is for professional services from R.W. Beck Incorporated, and is thereby exempt from competitive bidding in accordance with Local Government Code 252.022 (a)(4) procurement for personal, professional, or planning services.

**Attachments:**

None – A copy of Consultant Contract #09-039 is on file in the City Secretary's Office.

**January 8, 2009  
Consent Agenda Item 2G  
Annual Auto and Truck Parts Renewal**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion on annual price agreement renewals for the purchase of various automotive and truck parts. The annual estimated expenditure for NAPA Auto Parts is \$113,500.00 and the annual estimated expenditure for Truckmotive, Inc. is \$48,500.00.

**Recommendation(s):** Staff recommends approval of the renewals to the lowest, responsible bidders meeting specifications (by line item) as follows with annual estimated expenditures totaling \$162,000.00. The annual estimated expenditure for NAPA Auto Parts is \$113,500.00 and the annual estimated expenditure for Truckmotive, Inc. is \$48,500.00.

NAPA Auto Parts (College Station, TX)	\$113,500.00
Truckmotive, Inc. (Waco, TX)	\$48,500.00
<b>TOTAL</b>	<b>\$162,000.00</b>

**Summary:** The purchase of various automotive and truck parts for City Departments will be made from each of these annual blanket orders on an as-needed basis throughout the year. The City owns and maintains approximately 600 pieces of rolling vehicles and equipment. This is the second and final renewal option available for each vendor. The annual estimated expenditure for Truckmotive, Inc. has remained constant during the initial agreement and 1<sup>st</sup> renewal terms. On August 6, 2008, City Council approved a \$60,000.00 increase to the original annual estimated expenditure of \$53,500.00 for NAPA Auto Parts due to the rising cost of fuel and increased number of purchases. This increase resulted in a new annual estimated expenditure of \$113,500.00. NAPA Auto Parts is the primary supplier of automotive and truck parts to the City of College Station and based on the number of rolling vehicles and equipment that have been and will be added to Fleet inventory, the estimated annual expenditure for the 2<sup>nd</sup> renewal term remains at \$113,500.00.

**Budget & Financial Summary:** Purchases of parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the various departments for vehicle maintenance based on the average annual cost for each piece of equipment.

**Attachments:** Signed renewal agreement letters.

-----  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid #07-23, for **Various Automotive Parts** in accordance with all pricing, terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning January 15, 2009 through January 14, 2010 and for the amount of \$113,500.00.

**NAPA Auto Parts**

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

12/5/08  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

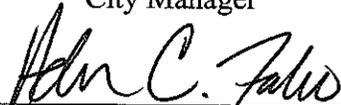
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
DATE

STATE OF TEXAS

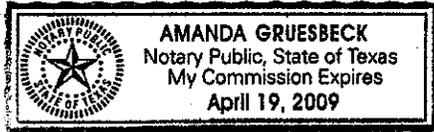
CORPORATE ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the 5 day of December, 2008,

by Tom Parlow in his/her capacity as President of

College Station Auto Parts Inc, a TEXAS Corporation, on behalf of said corporation.  
dba NAPA Auto Parts



Amanda Gruesbeck  
Notary Public in and for the  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2008,

by \_\_\_\_\_, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

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-----  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew bid #07-23, for **Various Truck/Heavy Equipment Parts** in accordance with all pricing, terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning January 15, 2009 through January 14, 2010 for the original amount of \$48,500.00.

**Truckmotive, Inc.**

*Nathan Sheluk*

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

*12-4-08*

\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
DATE

*Alan C. Fazio*

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Chief Financial Officer

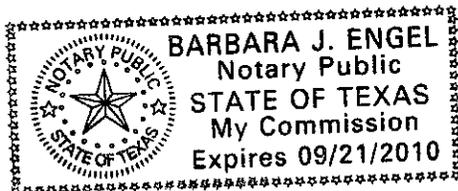
\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF McHenry

This instrument was acknowledged on the 4<sup>th</sup> day of December, 2008,  
by Nathan Holecek in his/her capacity as President of  
Truck Motive, Inc, a TEXAS Corporation, on behalf of said corporation.



Barbara J. Engel  
Notary Public in and for the  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

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

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\*\*\*\*\*

**January 8, 2009**  
**Consent Agenda Item 2h**  
**Housing Reconstruction Loan Program Guidelines**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, discussion, and possible action on the City's proposed Housing Reconstruction Loan Program Guidelines.

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

**Summary:** Staff proposes the attached Housing Reconstruction Loan Program Guidelines, which utilize a combination of HOME Investment Partnership Program grant funds, Community Development Block Grant Funds and other appropriate resources to provide support, training, and counseling activities to low-income applicants seeking to replace their substandard homes.

The City will also, through this activity, promote the elimination of slum and blighting influences and enhance the overall integrity of the neighborhood. The proposed guidelines reflect direction recommended by the City Council at their March 13, 2008 Workshop Meeting. Specifically, the guidelines incorporate the following:

- Provide support training and counseling activities to low-income applicants seeking to replace their substandard and dilapidated homes.
- To assist qualified applicants in managing their temporary and voluntary relocation, demolition of the dilapidated structures and development of their lots, from pre-demolition activities to procurement of a permanent financing loan (mortgage) closing.
- To expand the supply of affordable, decent, safe, sanitary and sustainable housing available to qualified low-income homeowners.

**Budget & Financial Summary:** Federal HOME Investment Partnership Grant (HOME) funds, Community Development Block Grant (CDBG) funds, and other suitable resources will be used in combination to provide leveraged assistance to eligible developments. The proposed guidelines will help to ensure the long-term sustainability of the City's Community Development Program.

**Attachment:**

Attachment 1 – Proposed Housing Reconstruction Loan Program Guidelines

CITY OF COLLEGE STATION  
HOUSING RECONSTRUCTION LOAN  
PROGRAM GUIDELINES

*Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and 24 CFR Part 570 (Community Development Block Grant Program) will be followed.*

**A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW**

The City of College Station has established a Housing Reconstruction Loan Program (HRLP). The HRLP is designed to provide services to a limited clientele through demolition and replacement of substandard homes to primarily benefit low- to moderate-income residents in the City of College Station under the City's Community Development Program authorized under Chapter 373 of the Texas Local Government Code. The City of College Station Chapter 373 Community Development Program was established August 8, 2005 by City Council Resolution # 8-8-2005-12.16. The HRLP is funded through U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. Additionally, the City may utilize other appropriate local, state, or federal resources that may become available. The City's Economic & Community Development staff will assist the homeowner(s) in planning, implementing and managing the overall process to demolish their substandard and dilapidated structure and replace it with a quality affordable, decent, and safe dwelling. This program promotes the elimination of slum and blight, as well as preserves and enhances the integrity of the neighborhood. Depending upon applicant eligibility and costs of the project, Program assistance may be available to applicants under the provisions of 24 CFR § 92.254 Qualification as affordable housing: Homeownership. The basic goals of this Program are:

1. To expand the supply of quality affordable, decent, and safe housing available to qualified low-income homeowners.
2. To provide support training and counseling activities to low-income applicants seeking to replace their deteriorated homes.
3. To assist qualified applicants in managing their temporary and voluntary relocation, demolition of the dilapidated structures and development of their lots, from pre-demolition activities to procurement of a permanent financing loan (mortgage) closing.
4. To provide applicants with information on proactively managing the overall maintenance of their homes following the reconstruction.

Applicants shall enter into an agreement with the City of College Station stating that they understand and agree that all program expenses funded by the City for the reconstruction of their home will be both reasonable and necessary. All project costs (excluding key staff time necessary for program delivery) shall be compiled at project completion into either a permanent, amortizing mortgage-financing loan, or a deferred loan repayable upon sale or cessation of owner occupancy. The type of loan will be dependent upon the homeowner's financial situation. Repayment of the loan shall be in accordance with the terms and conditions defined in HRLP legal instruments.

The HRLP financial assistance shall be managed as follows:

Program staff will assist eligible applicants to reconstruct their dilapidated houses, by requiring the applicant to enter into a Reconstruction Assistance Agreement with the City. The agreement will allow the use of HRLP funds for the reconstruction housing assistance activities of the project, and must be executed prior to the commencement of any demolition or construction activities.

Once the pre-development activities are complete and a contractor is selected to build the new dwelling, the applicant shall enter into a construction contract with the successful contractor. For projects in which the City incurs pre-development costs paid by HRLP funds, those costs (excluding staff time costs) will be rolled into the permanent loan amount, along with the construction contract amount. Applicants will have the option and ability to pre-pay the loan in full or in part at any time.

Household income shall determine the loan structure:

- For households earning 61% to 80% of the Area Median Income:  
A fixed rate repayment loan bearing interest at the Applicable Federal Rate at the time of funding.
- For households earning 51% to 60% of the Area Median Income:  
A 0%-interest repayment loan.
- For households earning up to 50% of the Area Median Income:  
A deferred-payment, 0%-interest loan. This loan will be deferred and payable in full at the cessation of owner occupancy, or sale or transfer of the property.

Front End Ratio: The loan shall be structured to ensure that the total of all housing payments shall not exceed thirty-five percent (35%) of the applicant's gross monthly income.

Back End Ratio: The loan shall be structured to ensure that the total of all housing payments, plus consumer debt payments, shall not exceed forty-five percent (45%) of the applicant's gross monthly income.

The mortgage note and deed restrictions shall be serviced and enforced either by the Economic and Community Development, a commercial lending institution or by a not-for-profit entity.

## B. DESIGNATED AUTHORITY

Administrative authority for implementation of this program will rest with the Office of the City Manager or its designee. The Economic and Community Development Department will serve as the originator of contractual agreements and budget management as needed to accomplish the goals and objectives under the program.

The Director will be responsible for approval of applicant eligibility for this program and final selection and approval of applicants to be assisted. This will be based upon the demonstrated needs of the applicants, the availability of funds, and staff and contractor workload and capacity. The City Council shall have final authorizing approval.

C. PROGRAM IMPLEMENTATION PROCESS

Steps in implementing the HRLP will be as follows:

The Department of Economic & Community Development (Department) will create & maintain applications for the program. All applicants shall submit a completed application to the Department, and await an evaluation of eligibility by the appropriate staff. In partial determination of eligibility, applicants are required to hold 100% fee-simple interest, with no outstanding liens, to an improved property within the city limits of College Station, which is their permanent place of residence, prior to submitting an application. A \$20 non-refundable application fee will be required to process the applications for this program.

Program staff will evaluate the applications for eligibility and prioritize the processing of applications based upon the completeness and accuracy of information/documentation and demonstration of housing need. Program staff will process applications as expeditiously as possible, considering funding limitations and other staff responsibilities as assigned.

Applicant(s) will be notified by phone if they are eligible for participation in the program. If the applicant(s) are not eligible, they will be notified in writing, with an explanation of why they do not qualify. Non-qualification issues may include (but are not limited to) income, assets, deed restrictions, title concerns, environmental concerns and/or household make-up.

Once the applicant is deemed program eligible, they will be required to sign an agreement with the City committing to attend homeowner education classes before commencing with the development process of their property. The City will provide the homeowner education class to explain any and all financial, tax burden, maintenance and code compliance responsibilities of homeownership. Only upon completion of the required classes, will the applicant(s) be able to continue with the Program implementation process. If the applicant decides to discontinue the homeownership education classes by failure to attend mandatory classes, the City will notify them in writing that they have been removed from participation in the program.

Following completion of the required homeowner education classes, housing staff will schedule a pre-development meeting with the applicant(s) to explain the basic goals of the program and assess the needs of the applicant(s) household that will occupy the dwelling once completed.

Once household needs are identified, staff will assess the project site to determine the design issues of the dwelling within the building lines of the parcel, zoning issues and available utility service connections. Program staff will make every effort, during the design of the dwelling and site lay-out, to incorporate the City's most current Green Building Standards into the project. Any incentives offered by federal, state or local agencies for conformance with Green Build Standards shall be accessed by the program as appropriate and when applicable.

Applicant(s) will be involved in several meetings with program staff to ensure proper steps are followed in the pre-development process of their home and/or lots. The applicant may also be required to accompany program staff to appear before City planning boards and/or commissions to request variances or approval of special circumstantial development needs.

Once the home design and site plans have been completed and any required development approvals have been secured, program staff will place the project out for bid to approved contractors in compliance with the City's

procurement process and regulations. Prior to bid, program staff will prepare a construction estimate by which to compare submitted bid amounts. Should submitted bids prove to be more than 10% of the construction estimate, the applicant will have the option to reject all bids and re-bid the project, or select the lowest responsible bidder (if program staff deems the lowest responsible bid reasonable within the project estimate). Applicant (Owner) will then enter into a construction contract with the lowest responsible bidder (Contractor), allowing the City to be the Owner Representative through the construction process, attending to progress payments and change orders in a timely manner on behalf of the Owner.

Program staff will obtain all required close-out documents at project completion, and place, date and time for a permanent financing closing will be scheduled with a local land title company.

Homeowners will be required to comply with all terms and conditions of their Program agreements until all of the terms of their loan have been satisfied. Homeowners provided assistance through this program can expect rigorous enforcement of the terms and conditions of their loans, due to the type and source of funding.

#### D. APPLICANT ELIGIBILITY CRITERIA

Eligible applicants of this Program must meet the following qualifications:

1. **Income:** An applicant must have a gross income of 80 percent or less of the College Station/Bryan area median income as reported by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).
2. **Assets:** Applicants will not be eligible for this Program if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded.
3. **Principal Residence and Homestead:** Applicants will be required to certify that they intend to occupy the new reconstructed dwelling as their principal residence upon project completion. Occupancy will be determined through verification of utility consumption, and other verifications determined acceptable and/or necessary by the City, on an annual basis.
4. **Credit:** Qualified applicants will have an average FICO credit score of no less than 600, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two years. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.
5. **Employment History:** Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B,C,D,E, or F), in the same field of employment, for a minimum of twelve (12) months.
6. **Student Loans:** Student loans, which are currently deferred at the time of application, will be included in the debt ratio calculation as if in repayment status.
7. **Citizenship:** In order to receive Program assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity

Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.

**E. ELIGIBLE PROPERTY CRITERIA**

Property eligible for Program assistance is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: Homeownership) and as follows:

1. Location: The Program will be implemented on a city-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the city limits may be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.
2. Property Type: Eligible properties must be improved, single-family residential lots, which are:
  - a. The principle residence of the applicant, and
  - b. Deteriorated beyond the point of practical or cost effective rehabilitation, and
  - c. Have all utility service connections available to the property.
3. Title: Only property that has 100% fee-simple title with no outstanding liens is eligible. The applicant household must hold majority title to the property.
4. All eligible properties, following development, shall not exceed 95 percent of the maximum amount insurable under Section 203(b) of the National Housing Act (FHA lending limit) for the College Station/Bryan area.
5. Manufactured Housing: Manufactured housing units are not eligible for program assistance unless:
  - a. the property on which the manufactured home sits is owned by the applicant;
  - b. the property is sufficiently sized to accommodate the typically required building setbacks;
  - c. the property is properly zoned for single-family residences;
  - d. the applicant has resided in the home and on that site for not less than two years, prior to the application date, and;
  - e. owner agrees to the replacement of the substandard and dilapidated manufactured home with one that is of conventional home construction.
  - f. the applicant and subject property are otherwise eligible for assistance under program guidelines.

F. LOAN INSTRUMENTS

The HRLP shall use loan instruments (real estate lien note, deed-of-trust, mechanic's lien contract, mechanic's lien note and transfer of lien) adapted to this program in order to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds).

Affordability shall be determined by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) of the permanent financing is not less than 20% but not more than 35% of the monthly income of the eligible applicant. With Director approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the buyer's ability to immediately handle higher payments. The maximum total debt-to-income ratio (back ratio) is 45% (depending on credit score, Director may require a lower percentage).

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

Refinancing of the first mortgage for the purpose of the reduction of monthly payments, term or interest rate is acceptable, however, refinancing which results in any cash being received by the homeowner is not allowed.

The City shall have the prior right to purchase the ownership interest in the property from the initial HRLP homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

**Military Deployment** - In the event that the homebuyer is deployed on active duty, the homebuyer may, at their discretion, rent the home during the time of deployment to an income-eligible applicant if the homebuyer's monthly mortgage payment will exceed 30% of gross monthly income after deployment. The maximum rent will be determined by published maximum HUD rents for the area. The City of College Station Department of Economic and Community Development will verify income eligibility of the rental applicant and will file a copy of the deployment orders in the homeowner's client file. If the home is rented to an income-eligible applicant, or is occupied by the homeowner's dependents, the reconstruction loan will continue to be deferred.

G. FEASIBILITY OF REHABILITATION

1. Feasibility of rehabilitation of property to minimum program standards will be made following a detailed inspection of the property by Department staff. This inspection includes completing a list of deficiencies which must be corrected in order to bring the structure into compliance with HUD requirements and all applicable City of College Station codes and expectations.
2. Feasibility of rehabilitating structures under established program limits will be determined by an assessment of the following two criteria:
  - a. The estimate of costs needed for all required repairs and renovations (or to remedy immediate threats to health and safety in emergency cases) must fall within program limits.

- b. For all required repairs and renovations, rehabilitation costs shall not exceed 75% of the total estimated post-rehabilitation value of the structure.

## H. SELECTION OF RECIPIENTS FOR ASSISTANCE

1. Recipients of this program will be taken from the applications of homeowners residing in structures determined to be infeasible to rehabilitate. Additional recipients may be added during subsequent operation of the City of College Station's Owner-Occupied Housing Rehabilitation Program.
2. The number of recipients to receive assistance will be subject to general availability of funds.
3. Department staff will evaluate all applications for structures determined to be infeasible to rehabilitate. Based upon this evaluation, a recommendation will be made as to the order of applicants to be assisted. Generally, those in the most imminent danger to personal health and safety will be given priority under the program.
4. Criteria to be used to make this evaluation will include the following items listed in priority order:
  - a. Degree of threat to health and safety of occupants presented by continuance of residing in the structure. This will include evaluation of factors such as availability of basic services including water, sewer, electricity, and structural deficiencies of the home.
  - b. Health and handicapping disabilities of occupants which necessitates the home to undergo major handicapped accessible construction because of owner's life/health situation.
  - c. Time and date that all application requirements are met.
  - d. Time and date of application.

## I. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

1. The primary form of assistance to be provided will be the use of CDBG / HOME funds to pay for the costs of reconstruction under the HRLP. The allowable budget authority for reconstruction assistance shall not exceed Eighty Five Thousand and No/100 Dollars (\$85,000.00) for combined eligible construction and demolition costs (excluding program staff costs). Since each reconstruction project is unique in preparation, size and duration, additional costs will be financed by owner proceeds or by an additional loan from a private lender. Under no circumstances will the owner be able to finance more debt than is allowed under Program debt to income ratios.

Large households that qualify for a replacement dwelling requiring more than three (3) bedrooms as mandated by the City's building code occupancy requirements, may be eligible for an additional Five Thousand and No/100 Dollars (\$5,000.00) in hard construction costs.

Households with handicapped or special needs members may qualify to receive an additional Five Thousand and No/100 Dollars (\$5,000.00), in hard construction costs, to address accessibility and / or special needs.

These additional funds are to be used only for large household and handicap/special needs accommodations, as determined feasible and necessary by the Director after examination and verification of household needs by program staff.

2. The City of College Station shall hold first lien position on the loan for the duration of the lien period. However, in extreme and isolated situations where first lien position is not feasible, the City may accept a lower lien position subject to the review and approval of the Director. The lien shall be released when the following conditions are met:

the homeowner resides in the home for the entire loan/lien period; and

the property is maintained to meet any and all applicable City code requirements including those as may be revised; and

loan payments are paid in a timely and appropriate manner; and

homeowner provides annual documentation of adequate homeowner's insurance, including casualty and fire coverage, with the City listed on the Certificate of Insurance to be notified in case of policy cancellation and as additionally insured; and

homeowner provides annual documentation demonstrating that property taxes (and/or applicable payment plans) are current.

3. If the owner expires during the loan/lien period, or is not medically able to occupy the structure, the controlling or surviving household / family member(s) may not occupy the property unless income qualified to do so, or arrangements have been made to refinance the property and repay the City.
4. Program intent is to maintain owner-occupancy in the constructed dwellings. In the event of a sale, transfer of ownership or renting of the property during the lien period, the following conditions must apply to avoid default:

The owner must sell or offer the assumption of the loan to a low/moderate income household for their homestead and approved by the Director; and

The owner shall give the city a first right of refusal to purchase the ownership interest in the property from the homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The city shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 calendar days to complete closing of the property.

5. If within the lien period the homeowner defaults on the loan, the loan will be called due in full and foreclosure proceedings may be initiated. The City will make every effort to work with the homeowner to avoid foreclosure and will examine each situation on a case by case basis.

J. RECONSTRUCTION AGREEMENT

Each applicant assisted through this Program will sign a Reconstruction Agreement with the City which defines the overall terms and conditions of the HRLP assistance. Other construction documents will be required to be executed by the applicant during the reconstruction assistance process, but the Reconstruction Agreement will be solely between the City and the applicant, and will be the primary instrument submitted for City Council approval, before the project may commence.

K. FINAL INSPECTION - CERTIFICATE OF OCCUPANCY

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the replacement unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the reconstructed unit and all items identified in a punch list have been corrected. The owner will also be required to sign-off on the final payment to the contractor. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the original dilapidated structure has been replaced by a new decent, safe, and sanitary dwelling.

**January 8, 2009**  
**Consent Agenda Item 2i**  
**Tenant-Based Rental Assistance Agreement**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, discussion, and possible action on a HOME Investment Partnership Program Tenant Based Rental Assistance (TBRA) Agreement between the City of College Station and Twin City Mission.

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

**Summary:** The attached TBRA agreement between the City and Twin City Mission (TCM) utilizes HOME Investment Partnership Program grant fund to reduce homelessness by providing security deposit assistance to low-income individuals and families to secure decent, safe and sanitary housing in a Low-Income Housing Tax Credit (LIHTC) apartment community in College Station.

Security deposit assistance is identified as a high priority in the 2005 – 2009 Five-Year Consolidated Plan. In 2001, TCM Housing Services Security Deposit Program was developed through cooperation between City staff and Twin City Mission (TCM). TCM has utilized three separate allocations - two of \$25,000 and one of \$50,000 to serve more than 531 low-income residents in College Station over the past eight years. The attached agreement will make \$50,000.00 available (as approved in the FY 2007 budget) for continued TBRA assistance locally.

Funds will be paid on a reimbursement basis. TCM is required to turn in monthly reimbursement requests and reports providing all required information to be reported to HUD. Annual monitoring visits are performed to verify compliance with all local and federal requirements.

**Budget & Financial Summary:** Federal HOME Investment Partnership Grant (HOME) funds will be used by Twin City Mission to provide security deposit assistance to low-income individuals and families. Funds are available through the 2007 HOME grant as approved in the 2007 Annual Action Plan and budget.

Attachment on File in City Secretary office

**January 8, 2009  
Consent Agenda Item 2j  
Koppe Bridge Lift Station – Engineering Contract**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution awarding an engineering contract for the design of the Koppe Bridge Lift Station Project to Mitchell & Morgan, L.L.P., in an amount not to exceed \$60,700.00.

**Recommendation(s):** Staff recommends Council approval of the resolution and award of the engineering contract to Mitchell & Morgan, L.L.P.

**Summary:** This project provides for the construction of a lift station and force main sanitary sewer from the existing Meadow Creek Package Plant to Creek Meadow Lift Station, modifications to the Creek Meadow Lift Station, and sanitary sewer line rehabilitation from the Creek Meadow Lift Station to the Castlegate subdivision. This will allow the Meadow Creek Package Plant to be taken out of service.

**Budget & Financial Summary:** This project is funded by Utility Revenue Bonds in the amount of \$400,000.00. Funds for this project are budgeted and available.

**Attachments:**

1. Resolution
2. Location Map

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE KOPPE BRIDGE LIFT STATION PROJECT.**

WHEREAS, the Koppe Bridge Lift Station Project is an extension of previous lift station modification and rehabilitation work, and it is in the best interest of the City to use the same consultant because of their familiarity with the engineering of the project; and

WHEREAS, the selection of Mitchell & Morgan, L.L.P. is being recommended as the most highly qualified provider of the engineering services; now, therefore,

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

PART 1: That the City Council hereby finds that Mitchell & Morgan, L.L.P. is the most highly qualified provider of the services for the Koppe Bridge Lift Station Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Mitchell & Morgan, L.L.P. for an amount not to exceed \$60,700.00 for the engineering services related to the Koppe Bridge Lift Station Project.

PART 3: That the funding for this Contract shall be as budgeted from Utility Revenue Bonds in the amount of \$60,700.00.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

ATTEST:

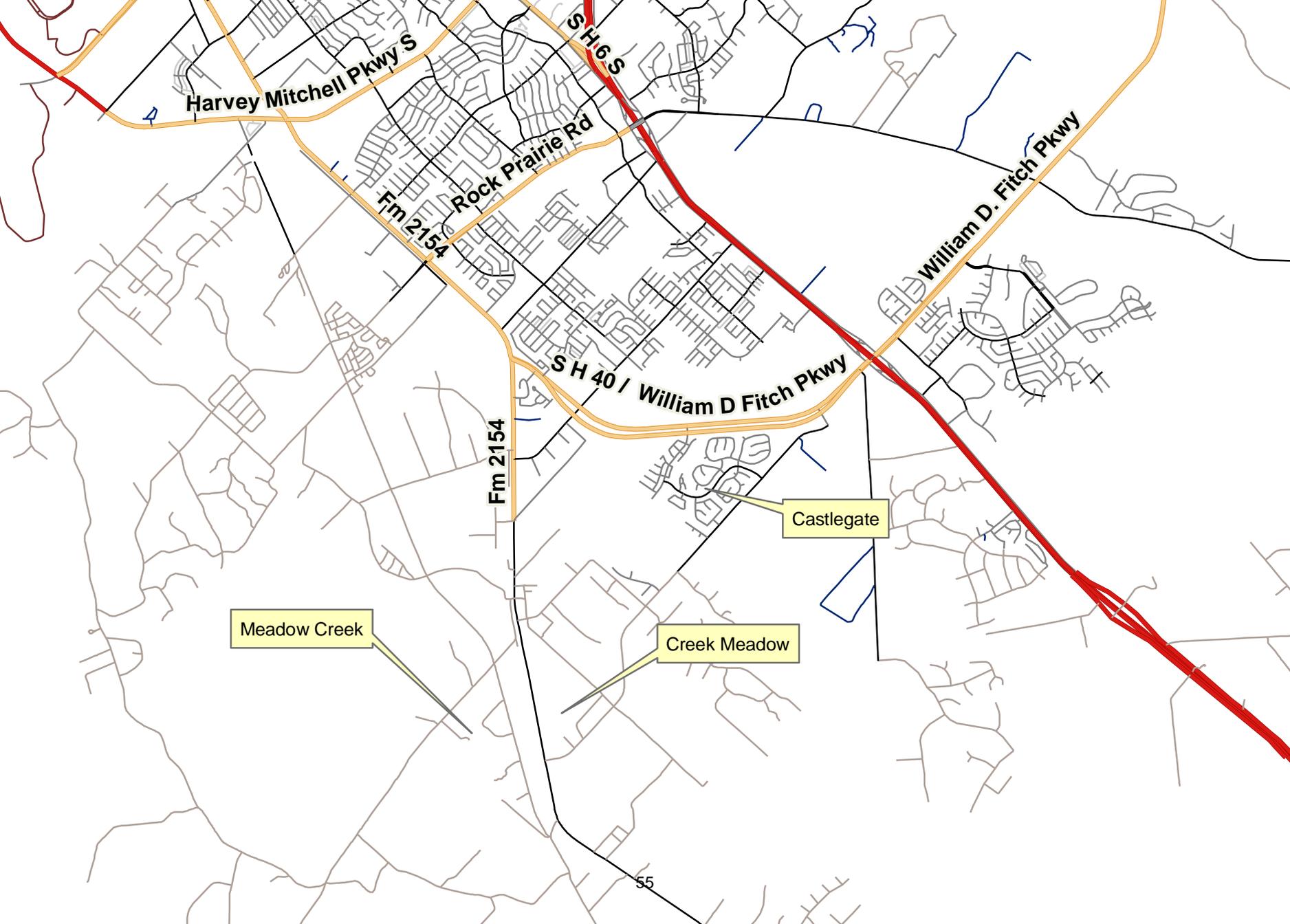
APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
City Attorney



Harvey Mitchell Pkwy S

S H 6 S

Fm 2154  
Rock Prairie Rd

William D. Fitch Pkwy

S H 40 / William D Fitch Pkwy

Fm 2154

Meadow Creek

Creek Meadow

Castlegate

55

**January 8, 2009**  
**Consent Agenda Item 2K**  
**Project Number GG0402**  
**Change Order No. 7 for the Police Department Renovations**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion regarding a change order to Contract #07-273 in the amount of \$31,538.05 to JaCody, Inc. for construction work associated with Police Department Renovations Project.

**Recommendation(s):** Staff recommends approval of this item.

**Summary:** This change order includes items related to the requested redesign of the front lobby area. The changes in this area include new millwork, a glass display case, gypsum board furr-down and a change in the light fixture schedule/layout. Also, other needs are being addressed that have been identified as other parts of the building are being put back into use by Police employees. This includes vinyl decals on some of the glass doors identifying working areas, smoke detectors in the jail area, additional outlet covers, additional light fixture, window blinds in the interview rooms and additional shelving units for file storage. Exterior to the building three new flag poles have been requested to replace the current flag pole. These new flag poles will be illuminated at night to allow the proper display of flags 24 hours a day. The flag poles were in the original project scope but were cut due to budget constraints, with budget room available as the project near completion, the flag poles are being added back to the project. With the additional work, the contractor has requested extra time to complete the added work. The City and the contractor have agreed to an additional seventy days to bring substantial completion to January 31, 2009.

**Budget & Financial Summary:** Funds are budgeted and available in the General Government Capital Improvement Projects Fund as part of the Police Department Renovations Project. The current project budget is \$3,686,000.00. Funds in the amount of \$3,046,725 have been expended or committed to date, leaving a balance of \$639,275.

**Attachments:**

1. Change Order No. 7

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

**CONTRACTOR:**  
JaCody, Inc.  
11070 SH 30 Suite 400 Ph: (979) 774-5613  
College Station TX 77840 Fax: (979) 774-5693

**PURPOSE OF THIS CHANGE ORDER:**

**A. Front Lobby Items:** Redesign of the front lobby requires changes to the millwork for the proposed display case along the northern lobby wall along with additional glass and fur down of the gypsum board (Items 48A-48C). In order to incorporate changes in the lobby area, the lighting schedule for the lobby must be adjusted to take into account the changes in the lobby layout (Item 48D).

**B. Miscellaneous Items:** Three vinyl decals for glass doors that are planned for the interior doors throughout the building are being incorporated into the construction contract so they may be installed by the contractor as part of the project (Item 48E). Smoke detectors are requested to be added to the jail area on the first floor (Item 48F). Twenty seven additional outlet covers have been identified as needing replacement rather than being allowed to remain as originally planned (Item 48G). One additional "C" fixture is to be added to the project per the eleventh supplemental instruction from the architect. (Item 48H). P.D. has requested four window blinds be added to the interview rooms for privacy reasons for both staff and interviewees (Item 48I). P.D. has identified that adding additional shelving to new storage areas can increase their ability to store more files without adding more storage units (Item 48J). Information technology has identified the need to add three quad receptacles in the computer room in order to have adequate power sources for the equipment to maintained in that room (Item 48N). An additional double acting door with sidelites is desired on the second floor near the administration and receptionist area to match the existing door to give a professional and uniform look to the area (Item 48O).

**C. Building Exterior:** P.D. is requesting three new bronze flag poles to replace the current flag pole in front of the building. The current flagpole carries three flags (National, State and City). When flying at half staff, the City flag come dangerously close to touching the ground, which is a breach in flag protocol. Three poles would prevent this from happening. Lighting for each pole is also being requested to allow the flags to be flown twenty-four hours a day. Without lighting, the flags will need to be raised and lowered every morning and evening. To provide for the lighting, some concrete work exterior to the building will be required to place the required conduit and repair the entrance area. (Items 48K-48M).

**D. Time Extension:** Due to the amount of additional work for the front lobby, in other parts of the building and exterior to the building that is not in the original scope, the City and the Contractor have agreed to an extension of 71 calendar days. Substantial Completion is thus moved to January 31, 2009.

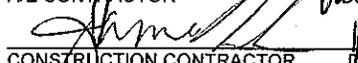
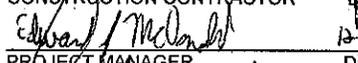
ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
48A	LS	Additional Millwork	\$5,708.00	0	1	\$5,708.00
48B	LS	Glass for Lobby Display Case	\$3,693.00	0	1	\$3,693.00
48C	LS	Gypsum Board furr-down	\$195.00	0	1	\$195.00
48D	LS	Change to Light fixture schedule	\$6,900.00	0	1	\$6,900.00
48E	EA	Vinyl decal for glass doors	\$465.75	0	3	\$1,397.25
48F	EA	Smoke Detectors in jail area	\$125.46	0	11	\$1,380.06
48G	EA	Additional Outlet covers	\$5.32	0	27	\$143.64
48H	EA	Addition of one "C" fixture per ASI #11	\$201.25	0	1	\$201.25
48I	EA	Window Blinds	\$106.25	0	4	\$425.00
48J	EA	Additional Shelving	\$15.63	0	16	\$250.08
48K	LS	3 Bronze Flag Poles	\$6,468.82	0	1	\$6,468.82
48L	LS	Electric for Flag Poles	\$1,380.00	0	1	\$1,380.00
48M	LS	Concrete for flagpoles	\$690.00	0	1	\$690.00
48N	EA	Installation of three quad receptacles at data room racks	\$143.75	0	3	\$431.25
48O	EA	3070 Double Acting Door & Sidelites to match existing	\$2,274.70	0	1	\$2,274.70
					<b>TOTAL</b>	<b>\$31,538.05</b>

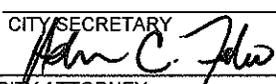
THE NET AFFECT OF THIS CHANGE ORDER IS A 1.40% INCREASE

ORIGINAL CONTRACT AMOUNT	\$2,247,634.00	
Change Order No. 1	\$3,645.35	0.16% CHANGE
Change Order No. 2	\$23,957.64	1.07% CHANGE
Change Order No. 3	\$4,238.90	0.19% CHANGE
Change Order No. 4	\$28,526.68	1.27% CHANGE
Change Order No. 5	\$4,337.50	0.19% CHANGE
Change Order No. 6	\$1,074.99	0.05% CHANGE
Change Order No. 7	\$31,538.05	1.40% CHANGE
REVISED CONTRACT AMOUNT	\$2,344,953.11	4.33% TOTAL CHANGE

ORIGINAL CONTRACT TIME	270	Days
Time Extension No. 1	30	Days
Time Extension No. 2	71	Days
Revised Contract Time	371	

SUBSTANTIAL COMPLETION DATE	22-Oct-08
Revised Substantial Completion Date	31-Jan-09

APPROVED  
 12/19/08  
 A/E CONTRACTOR Date  
 12-16-08  
 CONSTRUCTION CONTRACTOR Date  
 12/19/08  
 PROJECT MANAGER Date  
 19-Dec-08  
 DEPARTMENT DIRECTOR Date

\_\_\_\_\_  
 CHIEF FINANCIAL OFFICER Date  
 \_\_\_\_\_  
 CITY MANAGER Date  
 \_\_\_\_\_  
 MAYOR Date  
 \_\_\_\_\_  
 CITY SECRETARY Date  
  
 CITY ATTORNEY Date

**January 8, 2009**  
**Consent Agenda Item 2L**  
**Project Number WF1017719**  
**Southwest Parkway Sanitary Sewer Line Replacement**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion on a Construction Contract with D&S Contracting, Inc., in the amount of \$136,050.20, for the construction of the Southwest Parkway Sanitary Sewer Line Replacement Project.

**Recommendation(s):** Staff recommends approval of the construction contract.

**Summary:** The scope of the Southwest Parkway Sanitary Sewer Line Replacement Project is for replacement of approximately 1,100 linear feet of 6" vitrified clay tile sanitary sewer line. With the projected construction budget of \$136,050.20, D&S Contracting, Inc. was selected to construct the project because they were the lowest responsible bidder in response to the city's solicitation of bids.

**Budget & Financial Summary:** The budget for this project is currently \$300,000.00. A total of \$11,493.70 has been expended to date for advertising and design, leaving a balance of \$288,506.30. The P.O. for the project construction is \$136,050.20. This item replaces the standard terms, conditions and specifications that were attached to the P.O. with those in the Construction Contract and requires no additional funds.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE SOUTHWEST PARKWAY SANITARY SEWER LINE REPLACEMENT PROJECT.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction of the Southwest Parkway Sanitary Sewer Line Replacement; and

WHEREAS, the selection of D&S Contracting, Inc. is being recommended as the lowest responsible bidder; now, therefore,

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

PART 1: That the City Council hereby finds that D&S Contracting, Inc. is the lowest responsible bidder

PART 2: That the City Council hereby approves the contract with D&S Contracting, Inc. for an amount not to exceed \$136,050.20 for the labor, materials and equipment required for the improvements related to the Southwest Parkway Sanitary Sewer Line Replacement Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Services Fund in the amount of \$136,050.20.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

ATTEST:

APPROVED:

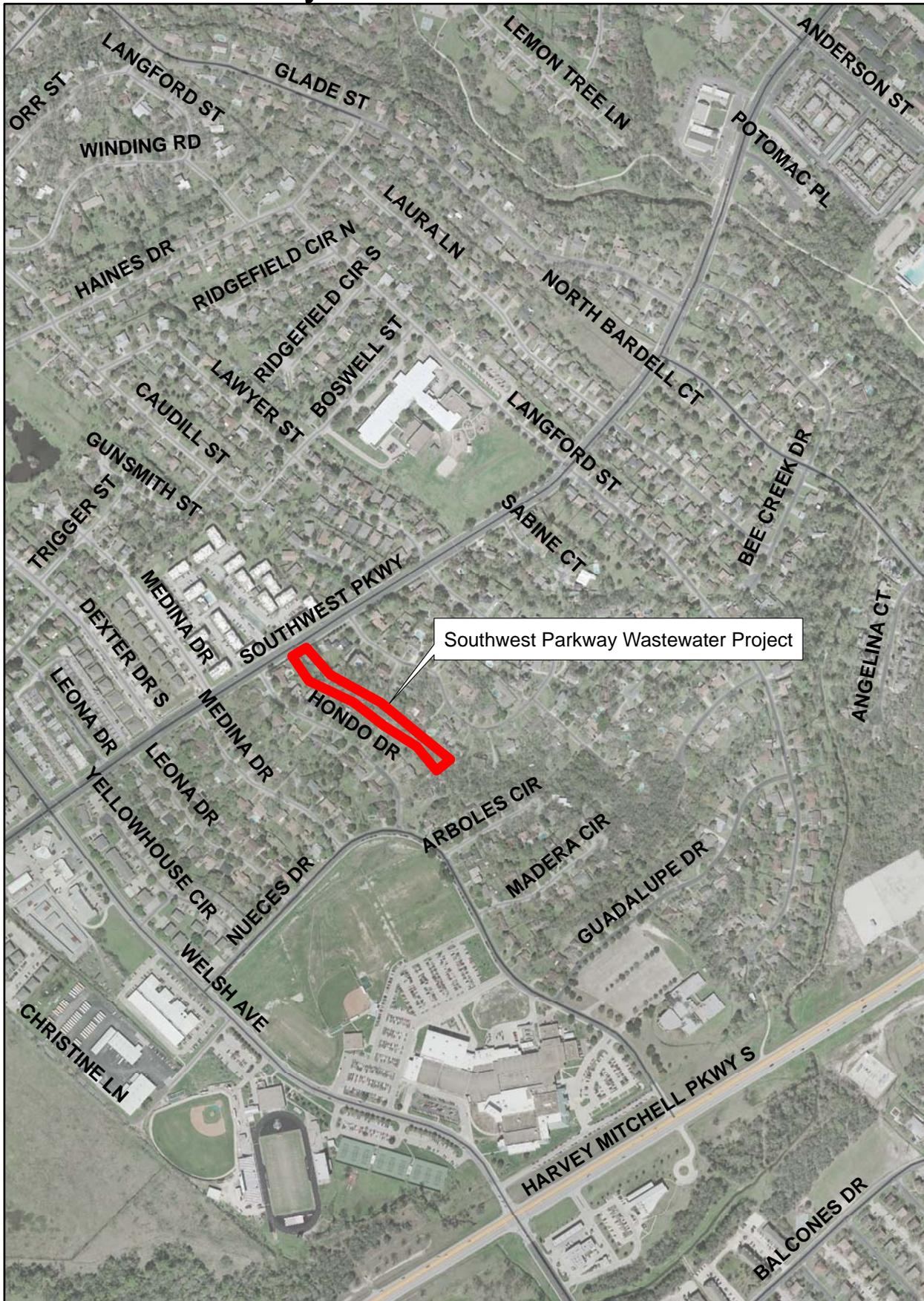
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
City Attorney

# Southwest Parkway Sewer Line Rehabilitation Project



**January 8, 2009  
Consent Agenda Item 2M  
Replacement Parts for Sanitation Trucks**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion to authorize additional expenditures of \$25,000.00 for the purchase of replacement parts and/or components for existing sanitation trucks from Heil of Texas, making the annual estimated expenditure for Heil of Texas \$74,950.00.

**Recommendation(s):** Staff recommends approval of annual expenditures of \$74,950.00 with Heil of Texas.

**Summary:** On May 27, 2008, the Purchasing Department issued a blanket purchase order to Heil of Texas in the amount of \$49,950.00 for the purchase of replacement parts. That PO did not require Council approval because the amount was less than \$50,000. We estimate that actual annual costs for repair parts will total \$74,950. Increasing the PO beyond \$50,000 requires Council approval.

The amount of \$74,950 is consistent with Heil parts purchases in prior years.

Purchases for replacement parts and components for existing Heil equipment are exempt from competitive bidding under article *252.022 (a) (7) (D) General Exemptions* in the 2008 Texas Local Government Code which states exemptions for: *"A procurement of items that are available from only one source, including captive replacement parts or components for equipment"*.

**Budget & Financial Summary:** As of December 16, 2008, \$36,089.16 has been expended with only \$13,860.84 remaining for purchases through May 26, 2009. The additional \$25,000.00 is a sufficient increase to extend the purchase order until that date. The money requested is budgeted in the fleet maintenance account number 227-4433-599-2290. This account is used to repair all city vehicles. Heil of Texas is the only vendor for parts for our sanitation trucks.

**January 8, 2009**  
**Consent Agenda Item 2n**  
**Support of Legislative Funding for the Enhancement**  
**of Public Transportation Including Rail Relocation**

**To:** Glenn Brown, City Manager

**From:** City Manager's Office

**Agenda Caption:** Presentation, possible action and discussion supporting legislative action to create programs and provide funding for the enhancement of public transportation including relocation of freight rail lines.

**Recommendation(s):** The Council Transportation Committee passed a motion that a resolution of support be sent to the City Council for consideration.

**Summary:** This item is brought forward at the request of the Council Transportation Committee.

Ross Milloy, Interim Executive Director of the Austin San Antonio Intermunicipal Commuter Rail District, gave a presentation at the September CTC meeting on the Texas Rail Relocation and Improvement Association. This is a statewide association of municipal, county and state elected officials, groups, and concerned Texans; however, the primary focus of this effort is in the Interstate 35 Corridor.

The Texas Legislature passed the Rail Relocation and Improvement Fund to relieve congestion, improve air quality, and enhance economic development. The goal of the association is to urge the Texas Legislature to appropriate \$200 million per year into the Rail Relocation and Improvement Fund, which will be used to improve rail service thus getting more cargo shipped by rail and less by truck.

This resolution would reaffirm that the City supports legislative action that would create and fund programs enhancing public transportation in the State, including rail relocation.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Rail Resolution
2. Council Transportation Committee Minutes

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING LEGISLATIVE ACTION TO CREATE PROGRAMS AND PROVIDE FUNDING FOR THE ENHANCEMENT OF PUBLIC TRANSPORTATION INCLUDING RELOCATION OF FREIGHT RAIL LINES.

WHEREAS, freight and passenger mobility is critical to the economic prosperity and quality of life in the state of Texas; and,

WHEREAS, freight rail traffic moves fastest and safest in areas with fewer at-grade crossings; and,

WHEREAS, in its present state the transportation system in Texas is a major consumer of natural resources and a major source of air, water, and noise pollution; and

WHEREAS, the state's population has grown by 57% and the total passenger miles driven rose by 95% over the past 25 years, but highway lane miles increased by just 8% over the same period; and

WHEREAS, the congested transportation system creates approximately \$60.8 billion dollars in added costs; and,

WHEREAS, the present system of inter-city freight rail lines adds to the traffic congestion and hampers efforts to develop a centralized, inter-city commuter rail line; and,

WHEREAS, the creation of a centralized, inter-city commuter rail line will address some of the critical transportation issues facing this century; and

WHEREAS, freight rail traffic and commuter rail are often mutually exclusive on the same rail lines; and,

WHEREAS, failure to address critical transportation needs will hamper economic stability in the State; and,

WHEREAS, the Texas Department of Transportation estimates that freight-movement trucking is increasing nationwide by 2% per year, increasing by 6% per year statewide, but increasing by 15% per year in the Austin-San Antonio Corridor; and

WHEREAS, the Texas Legislature will consider funding and policy matters for multiple aspects of the state's transportation infrastructure during the legislative session that begins in January, 2009; and

WHEREAS, the Legislature of the State of Texas has passed and the public has approved by election the constitutional amendment creating the Texas Rail Relocation and Improvement Fund; now, therefore,

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

PART 1: That the Mayor and City Council of the City of College Station, Texas, support legislative action that would create and fund programs that would enhance public transportation in the State.

PART 2: That the Mayor and City Council of the City of College Station, Texas, urge the Texas Legislature to fund rail relocation efforts during the coming legislative session as an essential component of helping to meet the state’s overall transportation infrastructure needs.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

\_\_\_\_\_  
City Attorney



## **Transportation Committee**

### **Chair**

**Lynn McIlhaney**

### **Members**

**John Crompton**

**Dennis Maloney**

**Dennis Christiansen**

**Douglas Slack**

**Michael Parks**

**Linda LaSut**

**Bryan Wood**

**Jean Marie Linhart**

**Council Transportation Committee Meeting  
College Station City Hall, 1101 Texas Avenue  
Administrative Conference Room  
College Station, Texas**

Notes from Tuesday, September 21, 2008 at 4:30 p.m.

**3. Presentation, possible action, and discussion regarding the Texas Rail Relocation and Improvement Association.**

Ross Milloy, Interim Executive Director of the Austin San Antonio Intermunicipal Commuter Rail District, gave a presentation on the Texas Rail Relocation and Improvement Association, which is a statewide association of municipal, county and state elected officials, groups, and concerned Texans.

The anticipated number of large trucks on Texas highways is expected to increase by 15 percent. However, moving cargo by rail can significantly decrease the number of trucks. The Texas Legislature passed the Rail Relocation and Improvement Fund to relieve congestion, improve air quality, and enhance economic development. The goal of the association is to urge the Texas Legislature to appropriate \$200 million per year into the Rail Relocation and Improvement Fund, which will be used to improve rail service thus getting more cargo shipped by rail and less by truck.

Committee member Dennis Maloney suggested that Mr. Milloy also consider incorporating the Texas T-bone into the plans to garner further support of the association and accomplish two transportation improvements at once.

Committee member Dennis Maloney moved that a resolution of support be sent to the City Council for consideration and Committee member Linda LaSut seconded the motion. The motion passed unanimously.

**January 8, 2009**  
**Regular Agenda Item**  
**Approval of a Contract Amendment for the Mayor's Council on Physical Fitness**  
**Grant Contract**

**To:** Glenn Brown, City Manager

**From:** Marco A. Cisneros, Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion on an amendment to the contract with the Texas Department of State Health Services for the Mayor's Council on Physical Fitness Grant Contract.

**Recommendation(s):** Staff recommends approval of the Contract Amendment as proposed.

**Summary:** In March of 2008, a grant proposal was submitted to the Governor's Advisory Council on Physical Fitness for the establishment of a Mayor's Council on Physical Fitness (MCPF). This was a seed money grant with no City matching funds required. The City received notification the last week of April 2008 that the City had been awarded a grant for the inventory/assessment/evaluation Phase I work. A contract for the grant in the amount of \$23,280 was routed to the City Manager's Office, signed and returned to Texas Department of State Health Services (DSHS).

The initial charge of the MCPF and the related Phase I work plan was to complete an assessment of available fitness opportunities open to the public in the community. The focus of this initial assessment was walkability around elementary schools and selected park facilities. Additionally, an inventory and identification of exercise and fitness opportunities for the community was included in this Phase I work plan.

The proposed contract amendment for the Phase II work plan increases the contract amount by \$50,000 for a total contract of \$73,280, thus requiring City Council approval. The Phase II work plan is for the implementation or program stage of the grant. These funds are for printing informational brochures, development of a "Walking Health Fair", advertising activities, expanding the walkability and bikability study and temporary personnel expenses as needed to complete all of the above. DSHS has requested that the Phase II work plan be considered as a contract amendment instead of as a new contract since it is a continuation of the original state grant process. Given that this grant is a state grant, it is exempt from the competitive bidding procedures, and the standard 25% increase in contract amount requirements do not apply. The original contract is on file in the City Secretary's office.

**Budget & Financial Summary:** This is a reimbursement state grant in an amount not to exceed \$73,280. There is no City match required. A contingency transfer may be required to cover initial grant related expenditures prior to reimbursement from the state. The state will not fund a third year for this program's activities past the first two years of funding. Future funding for these activities would need to be addressed as a part of the City's normal budget process.

**Attachments:**

1. Texas Department of State Health Services Contract - on file in the City Secretary's Office
2. Texas Department of State Health Services Contract Amendment to the Mayor's Council on Physical Fitness Grant Contract.

DEPARTMENT OF STATE HEALTH SERVICES



Amendment  
To

The Department of State Health Services (DSHS) and CITY OF COLLEGE STATION (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2008-027726 (Contract) in accordance with this Amendment No. 001A : DPIS/Governor's Advisory Council Physical Fitness, effective 11/01/2008.

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2008-027726 as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

The purpose of this Amendment is to add additional funds for Phase II activities and to extend contract through 08/31/2009.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. changes from ~~001~~ to 001A

Contract Term End Date changes from: ~~10/31/2008~~ to 08/31/2009

SECTION I. STATEMENT OF WORK, a new paragraph is added after first paragraph:

This project is composed of two (2) phases:

SECTION I. STATEMENT OF WORK, second paragraph, second bullet, is revised as follows:

Phase II, with an additional ~~one (1) year~~ ten (10) month term, to develop and implement a community-wide campaign to enhance access to and awareness of opportunities for physical activity within the community.

SECTION I. STATEMENT OF WORK, third paragraph, is revised as follows:

This project is authorized by the General Appropriations Act, Article II, Department of State Health Services, Rider 84, 80th Legislature, Regular Session, 2007.

SECTION I. STATEMENT OF WORK, is revised to include new text at fourth and fifth paragraphs:

Any material, developed by the contractor but paid for with state funds must include the following language with the referenced date representing the date of creation:

© Department of State Health Services, 2008, all rights reserved. Funding for this project was provided by a grant from the Department of Health and Human Services, which reserves a

royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the copyrighted material.

SECTION II. PERFORMANCE MEASURES, new language is added at second paragraph:

The Contractor shall:

SECTION II. PERFORMANCE MEASURES, second paragraph, third bullet, is revised as follows:

Complete Phase II activities and performance measures as outlined in the approved Work Plan attached as Exhibit A.

SECTION V. PAYMENT METHOD, is revised to include:

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VIII., BUDGET is revised as per the attached.

Department of State Health Services

Contractor

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Bob Burnette, C.P.M., CTPM

Name: \_\_\_\_\_

Director, Client Services Contracting Unit

Title: \_\_\_\_\_

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

Address: \_\_\_\_\_

(512) 458-7470

\_\_\_\_\_  
Phone: \_\_\_\_\_

Bob.Burnette@dshs.state.tx.us

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

CITY OF COLLEGE STATION

By: \_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
CITY MANAGER

Date: \_\_\_\_\_

\_\_\_\_\_  
CHIEF FINANCIAL OFFICER

Date: \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY

Date: \_\_\_\_\_

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: DPIS/Governor's Advisory Council Physical Fitness

CONTRATOR: CITY OF COLLEGE STATION

CONTRACT NO: 2008-027726

CONTRACT TERM: 05/01/2008 THRU: 08/31/2009

BUDGET PERIOD: 05/01/2008 THRU: 08/31/2009

CHG: 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$15,000.00	\$15,000.00	\$0.00
Fringe Benefits	\$2,280.00	\$2,280.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$500.00	\$500.00	\$0.00
Contractual	\$3,000.00	\$11,000.00	\$8,000.00
Other	\$2,500.00	\$44,500.00	\$42,000.00
<b>Total Direct Charges</b>	<b>\$23,280.00</b>	<b>\$73,280.00</b>	<b>\$50,000.00</b>
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$0.00	\$0.00	\$0.00
PROGRAM INCOME			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$0.00	\$0.00	\$0.00
Income Total	\$0.00	\$0.00	\$0.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$23,280.00	\$73,280.00	\$50,000.00
Performing Agency Share	\$0.00	\$0.00	\$0.00
Receiving Agency Share	\$23,280.00	\$73,280.00	\$50,000.00
Total Reimbursements Limit	\$23,280.00	\$73,280.00	\$50,000.00
JUSTIFICATION			
This amendment is to extend the contract end date to 8/31/09 and to add additional funds to cover activities required for Phase II of the project.			

Financial status reports are due: 08/29/2008, 12/01/2008, 03/02/2009, 06/01/2009, 10/30/2009

**CITY OF COLLEGE STATION  
PHASE II GOVERNOR'S ADVISORY COUNCIL ON PHYSICAL FITNESS**

**EXHIBIT A**

Contractor shall conduct a community-wide campaign to enhance access to and awareness of opportunities for physical activity within the community by using existing resources to target the wellness and fitness needs identified during the Phase I assessment.

Contractor shall submit a report of accomplishments to the DSHS Program Coordinator by September 1, 2009.

**Contractor shall promote awareness of wellness and fitness opportunities by:**

1. Promoting the Mayor's Council of Physical Fitness (MCPF) by sponsoring a city wide contest to develop a memorable and easily identifiable slogan for the MCPF.
2. Developing a page on the City of College Station's Web site ([www.cstx.gov](http://www.cstx.gov)), which will provide fitness and nutrition tips and links, to provide information to the public on a 24 hour a day, 7 day a week schedule.
3. Utilizing the City of College Station's municipal cable channel, Channel 19, to provide information on activities and events to the public.
4. Promoting public information through the use of free Public Service Announcements (PSA's) on radio, television and in the newspaper.
5. Producing and distributing informational brochures to inform the public of fitness events and opportunities.
6. Increasing the number of College Station participants in Texas Round Up/Get Fit Texas Campaign by 5% by publishing information on Texas Round Up/Get Fit Texas Campaign aimed at improving health wellness and fitness.
7. Distributing program information on the Texercise Campaign through senior organizations throughout the city.
8. Increasing the number of College Station participants in Walk Across Texas by 5% by partnering with is the Walk Across Texas Program through the Agricultural Extension Service.

9. Utilizing resources from the National Recreation and Park Association's (NRPA) Step Up to Health Program to provide information on ways to increase physical activity.

**Contractor shall provide the following opportunities for physical activity:**

1. Develop ongoing physical fitness programs.
2. Develop a "Walking Health Fair", at one of the City's major hiking/biking trails in the Wolf Pen Creek Corridor, which would include information on the benefits of physical fitness and possible free health screenings.
3. Partner with some of the already developed events in College Station, and increase participation in these events by 5%.
4. Develop a 5K run or bike rally that would give people an opportunity to participate in a series of events and measure their progress.

**January 8 2009  
Regular Agenda Item 2  
Northgate Appearance and Code Enforcement**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding Northgate appearance and code enforcement efforts.

**Recommendation:** Staff recommends Council provide further direction to staff regarding further code development, code revisions, code enforcement practices, or other actions necessary to address Council concerns.

**Summary:** At the September 11, 2008 meeting the Council requested a future agenda item to discuss concerns with the physical appearance of Northgate and current code enforcement practices. Specific concerns stated included:

- General poor appearance of west side of district
- Parking occurring on gravel surfaces
- Lack of code enforcement (both building and other)
- Presence of rubbish and debris in district
- Use of large trash containers with no or inadequate screening
- Incomplete work surrounding recent development projects

Recently, in light of these and other concerns staff has undertaken a series of actions that will be discussed further at the workshop which include:

- Enhanced and targeted code enforcement
- Enhanced public maintenance of district
- Partnerships among city departments to address property maintenance issues
- Specific building code enforcement actions
- Completion of development projects
- Partnerships among city departments to address concerns associated with construction practices

Some concerns remain unresolved and may need further action by Council including revisions to current practices and/or standards and regulations.

**Budget & Financial Summary:** NA

**Attachments:** NA

**January 8, 2009  
Regular Agenda Item 3  
Northgate Maintenance Plan**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action, and discussion regarding a proposed maintenance plan for the Northgate Commercial District.

**Recommendation(s):** Staff recommends approval of the maintenance plan.

**Summary:** In October of 2008, the Department of Economic and Community Development assumed responsibility for developing a long-term plan to better address the overall appearance of the public areas and assets in Northgate. The overall intent of this plan is to be more strategic and seek to maximize the very limited pool of available resources.

The plan staff has developed to better address the maintenance needs of Northgate highlights four (4) key components that are believed to be critical for the long-term success of this endeavor. They are as follows:

1. General Solid Waste Management;
2. Bird Management and Associated Maintenance;
3. Maintenance of Property Assets; including:
  - a. the Surface Parking Lot
  - b. Patricia Street Promenade
  - c. Second Street Promenade
  - d. First Street/Old City Hall
  - e. Spruce Street Park
4. Private Sector Engagement & Potential Partnership.

In regards to available resources, the City currently administers a \$21,000 sanitation contract that addresses the University Drive trash receptacles, Patricia Street Promenade, Second Street Promenade, and the Surface Parking Lot. After conducting a detailed study of this contract and its application, staff has determined that the current maintenance contract is woefully inadequate to maintain the Northgate District at the level consistent with City goals and expectations. Staff continues to refine desired service levels and is currently preparing to bid a new contract to secure the newly established appropriate level of service.

In addition, staff has identified a number of additional challenges that undermine the overall image of Northgate. Challenges include a major infestation of birds creating ongoing noise and sanitation problems and graffiti and vandalism present ongoing integrity issues for the area as well. In response, staff has investigated a number of techniques to better address these challenges including several new bird eradication methods and a community service program that will target those who commit offenses and/or crimes in Northgate to have them actually work in Northgate as part of their court-mandated community restitution.

Finally, staff continues to explore a new public/private partnership model that would allow area merchants to join the City to more comprehensively address on-going maintenance issues in the district.

**Budget & Financial Summary:** Currently, the City spends approximately \$21,000 for a contractor to address litter removal, emptying of trash receptacles, washing down trash receptacles and park benches, washing down promenades, overhead structures, and compacting area; as well as an annual degreasing of the surface lot. Staff has determined that this contract is insufficient to effectively maintain the area.

In addition to the current \$21,000 sanitation contract, the Council recently approved an increase of \$14,000 for enhancement to general maintenance contract and another \$14,800 for on-going mowing and trash removal of the First Street property. Further, Parks and Recreation staff report that they allocate approximately \$11,000 for mowing and trash removal of the Spruce Street Park and Public Works annually spends \$12,480 operating the street sweeper in Northgate. The total cost for an adequate level of Northgate maintenance will not be known until final service levels are set and associated contract bids are received.

**Attachments:**

**January 8, 2009  
Regular Agenda Item 4  
City Website**

**To:** Glenn Brown, City Manager

**From:** Wayne Larson, APR, Communications Director

**Agenda Caption:** Presentation, possible action and discussion regarding an overview of a planned new website for the City.

**Recommendation(s):** This is an informational item. No action is needed.

**Summary:** The Public Communications Department and the Information Technology Department has partnered to develop the city's new website.

The website aligns with these City Council Strategic Issues:

- Effective Communications
- Destination Place to Live and Work
- Exceptional Infrastructure and Core Services
- Diverse Growing Economy
- Neighborhood Integrity
- Green College Station

The features of the new website will include:

- Enhanced homepage
- New navigational dropdowns
- Rotating photographs
- More-efficient links for top destinations of website users
- Efficient ways to communicate

The city will launch the new site in early 2009 based upon input from residents through the 2007 Citizen Congress, input from city departments through department PIOs, recommendations from the website consultant; plus additional input will be obtained from residents after initial launch, through a special website public meeting and presentation at a HOA Seminar Supper.

A brief overview of the website will be provided.

**Budget & Financial Summary:** Funds were budgeted in FY08 for this project.

**Attachments:** N/A

**January 8, 2009**  
**Regular Agenda Item 5**  
**Appointment of Chair to Landmark Commission**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding the City's appointment of a chair to the Landmark Commission.

**Recommendation(s):** N/A

**Summary:** On November 24, 2008, the City Council appointed members to the newly-created Landmark Commission. The Landmark Commission was created to provide expertise regarding historic preservation as it relates to zoning and development.

Staff is requesting the City Council appoint a Committee Chair from the existing members.

**Attachments:**

1. Membership List

# Landmark Commission

(7 members, 2 alternates)

Staff Liaison:  
Molly Hitchcock

<b>Name</b>	<b>Original Appt.</b>	<b>Address</b>	<b>Phone</b>
<b>Shawn Carlson</b> 6/11 ( <i>History Field</i> )	2008	1031 Rose Circle College Station 77840	694-1522 (H)
<b>Bill Lancaster</b> 6/12 ( <i>Property owner with Historic Marker and property platted prior to 1970</i> )	2008	303 Dexter College Station 77840	696-5286 (H)
<b>Scott Shafer</b> 6/10 ( <i>Property owner with Historic Marker and property platted prior to 1970</i> )	2008	117 Pershing Avenue College Station 77840	696-6379 (H)
<b>Joseph Williams</b> 6/12 ( <i>Architect</i> )	2008	1404 Riverstone Court College Station 77845	696-6759 (H)
<b>Rodney Hill</b> 6/10 ( <i>Architect</i> )	2008	119 Lee Avenue College Station 77840	696-9686 (H)
<b>Wajahat Mirza</b> 6/11 ( <i>Real Estate</i> )	2008	610 Welsh College Station 77840	575-8172 (H)
<b>Hillary Jessup</b> ( <i>Chairman Historic Preservation Committee</i> )	2008	115 Lee Avenue College Station 77840	693-1749 (H)
<b>Gaines West</b> 6/12 ( <i>Alternate: Law</i> )	2008	200 Suffolk College Station 77840	229-1984 (H)
<b>Jerry Cooper</b> 6/12 ( <i>Alternate: property platted prior to 1970</i> )	2008	602 Bell Street College Station 77840	696-3963 (H)

## **Duties and Responsibilities**

Established by the City of College Station for the purpose of enhancing the City's ability to identify and protect historically and/or culturally significant districts, areas, sites, buildings and structures by bringing expertise from the community in those areas related to the designation of Historic Preservation Overlay Districts and protection of the contributing elements within them.

## **Membership**

The Landmark Commission shall consist of seven regular members and two alternate members. Six of the regular members and the two alternate members shall be appointed by the City Council. The seventh regular member shall be the Chairman of the Historic Preservation Advisory Committee or his designee. The members of the Board shall be appointed for three year terms. Following initial appointments and staggered terms, two members shall be appointed each year.

Council shall appoint the following to the Landmark Commission:

- a. One member shall represent one of the following fields or professions:
  - 1) History
  - 2) Archaeology
- b. Two members shall be the owners of the following:
  - 1) Property in the City of College Station Historic Marker Program or
  - 2) Property within a Historic Preservation Overlay District
- c. Two members shall represent any combination of the following fields or professions
  - 1) Architecture
  - 2) Landscape architecture
  - 3) Urban planning
  - 4) Historic preservation specialist
- d. One member shall represent one of the following fields or professions:
  - 1) Banking, finance or economics
  - 2) Real estate
  - 3) Law
- e. The two alternates may represent any of the fields identified above; at least one alternates has to be an owner of property with a marker or a property owner of land platted prior to 1970.

## **Meetings**

On call by chairman.

## **Authority**

City Ordinance No. 3110 adopted on September 11, 2008