



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, May 28, 2009 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.
Recognition of 2009 Jefferson Award Recipient Debbie Eller.

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 Council meetings of April 23, 2009.
 - b. Presentation, possible action, and discussion on the purchase of seven (7) Police Motorcycles from Independence Harley Davidson /Buell of College Station for the amount of \$186,931.15 which includes a three year Extended Service Plan (at \$725 each.)(Bid Number 09-45.)
 - c. Presentation, possible action, and discussion regarding rejection of the response to RFP #09-41, Public Internet Service.

d. Presentation, possible action and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2009; and providing an effective date.

e. Presentation, possible action, and discussion regarding Change Order No. 2 to the construction contract with JCF Bridge & Concrete, Inc. (Contract No. 09-041) in the amount of \$26,334.40 for the 2005 Bike Loop Phase I – Longmire Improvements project.

f. Presentation, possible action, and discussion on a substantial amendment to the City's 2008 Annual Action Plan to include new Community Development Block Grant Program (CDBG-R) funds under the American Recovery and Reinvestment Act of 2009.

g. Presentation, possible action and discussion regarding the approval of a Interlocal Agreement and resolution accepting from Texas A&M University the sum of \$176,304.75 for providing Fire Protection to Easterwood Airport.

Regular Agenda

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

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

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

1. Public Hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," to remove parking on both sides of Park Place between Anderson St. and Texas Ave.
2. Public Hearing, presentation, possible action, and discussion regarding an ordinance repealing the official City of College Station Comprehensive Plan (Adopted by Ordinance No. 2617) and adopting a new Comprehensive Plan and all previous and subsequent plans as applicable, as the "Official City of College Station Comprehensive Plan."

- 3. Presentation, possible action, and discussion on consideration of an amendment to the city's contract with American Traffic Solutions (ATS) to extend the contract until May 27, 2014, or up to 20 years as directed by Council.

Adjourn.

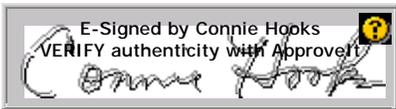
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, May 28, 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 22nd day of May, 2009 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on May 22, 2009 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2009 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2009.

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

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

On Behalf of the Citizens of College Station, Home of Texas A&M University, We will continue to Promote and Advance the Community's Quality of Life



Mayor
Ben White
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Lynn McIlhaney
City Manager
Glenn Brown

Councilmembers
John Crompton
James Massey
Dennis Maloney
Lawrence Stewart
David Ruesink

Draft Minutes
City Council Workshop & Regular Meeting
Thursday, April 23 2009 3:00 & 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

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

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

Mayor Pro Tem McIlhaney called meeting to order at 3:00 p.m.

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

Council member Maloney (Consent Item 2f) stated on large documents in agenda packets are not need.

Council member Ruesink inquired about consent item 2i - brought land for the purpose of transplant. Peter Caler, Assistant Director of Public Works/BVSWMA explained that Council approved the land acquisition but the contract required dual Council approval. The City of Bryan did not approve.

Mayor Pro Tem McIlhaney inquired about Consent Item 2b – the resolution on high speed passenger railway service. City Attorney Harvey Cargill expressed his views on High Speed Railway.

Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion regarding Tree Preservation in College Station.

Bob Cowell, ACIP, Director of Planning and Development Services presented Council two (2) proposed tree preservation ordinance outlines, and provided comments made by the stakeholders at the public meeting held on March 4th, 2009 and April 20th, 2009.

Draft Outline #1

- Tree Survey required
- Required 30% Minimum Preservation
- Tree Replacement required for all protected trees removed beyond 30% preservation level
- Flexibility in design

Draft Outline #2

- Tree survey only for trees identified for preservation

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- Riparian Buffer required to be preserved
- No minimum preservation level
- Minimum Density of trees required – post development
- Flexibility in design

Council directed staff to bring back with another option that meets more of the general direction, a public hearing and has more flexibility in the design.

Workshop Agenda Item No. 3 -- Presentation, possible action, and discussion regarding the Parks and Recreation Athletic Renovation and Improvements Fund Fee Analysis, as requested by Council at the November 24, 2008 meeting.

Tony Cisneros, Parks and Recreation Director presented an overview of the Athletic Renovation and Improvements Fund and the design that is to help keep all athletic fields in top playing conditions with the proper maintenance and replacement of materials that support the field activities but are not of sufficient cost or life span to warrant funding through a bond issue as a capital expense. Staff requested Council to provide into and policy direction on the analysis provided by staff for the Athletic Renovation and Improvements Fund Fee related to College Station Parks and Recreation Department outdoor athletic facilities, know has Field Redevelopment Fee.

Should the city continue to utilize the athletic renovation and improvements’ fund fee for participation in parks and recreation department facilitated or provided athletic programs.

Council directed staff to move forward. No formal action was taken.

Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion regarding the renewal of the Drought Contingency and Water Conservation Plans.

Jennifer Nations, Water Service Program Coordinator presented an overview of the Drought Contingency Plan and the Water Conservation Plan renewals that are separate items on the consent portion of this Council meeting agenda.

Council member Maloney requested staff to add an exemption on the use of pressure washer.

No formal action was taken.

At 5:30 p.m. Mayor Pro Tem McIlhane announced that the City Council would convene into executive session pursuant to Section 551.071 and 551.072 of the Open Meetings Act to seek the advice of our city attorney.

Workshop Agenda Item No. 5 -- 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 for Brushy & Wellborn Services Areas

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- c. Water CCN permit requests for Brushy & Wellborn Services Areas
- d. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- e. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites
- f. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District
- g. TMPA v. PUC (College Station filed Intervention)
- h. 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
- i. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site
- j. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- k. Chavers et al v. Tyrone Morrows, Michael Ikner, City of Bryan, City of College Station, et al
- l. Review of legal aspects of the Open Meetings Act

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

- a. Possible Purchase or Exchange of Property near E. University and Tarrow.

Workshop Agenda Item No. 6 -- Council Calendar

Council reviewed activity calendar.

Workshop Agenda Item No. 7 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A 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 Stewart requested a future agenda item to discuss the existing city limits out to highway 30, proposed east of the city limits south of Harvey Road. (The Greens Prairie Road transportation study.)

Council member Stewart requested a future agenda item to discuss forming on what we are doing on green efforts and land filled items.

Workshop Agenda Item No. 8 -- 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, Signature Event Task Force, (Notice of Agendas posted on City Hall bulletin board).

Council member Massey spoke on the IGC meeting for April 20th meeting.

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Mayor Pro Tem McIlhaney spoke on the Transportation Committee meeting and the presentation given by Terry Childers on the TTI study to address Mass transit.

Workshop Agenda Item No. 9 -- 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.

Council recessed from the executive session at 6:40 pm. No formal action was taken.

Council member Crompton left meeting at 6:52 p.m.

Workshop Agenda Item No. 10 – Adjourn.

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

Minutes of Regular Meeting

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

Mayor Pro Tem McIlhaney called the meeting to order at 7:04 pm with all Council members present. Mayor Pro Tem McIlhaney led the audience in the Pledge of Allegiance. Chief R.B. Alley provided the invocation.

Council member Ruesink made a motion to approve the request for absence from Mayor White. Council member Maloney seconded the motion, which carried 6-0.

Presentation:

City Manager Glenn Brown and Mayor Pro Tem McIlhaney presented an award from the American Public Power Association to the City of College Station Electric Department for earning the Reliable Public Provider (RP3)

Hear Visitors:

No one spoke.

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 City Council Workshop and Regular Meeting April 9, 2009.
- b. Approved **Resolution No. 04-23-09-2b** supporting the adoption of Senate Bill 1570 and authorizing and approving the formation of a local government corporation, to facilitate the forming of a high speed passenger railway service.
- c. Approved change order for Construction Contract 07-185 with Knife River for the construction of the Arrington Road-Decatur Drive Roadway Extension, Project No. ST-0606, in the amount of \$42,646.78.
- d. Presentation, possible action, and discussion regarding Change Order No. 2 to the construction contract with Brazos Valley Services (Contract No. 09-038) in the amount of \$52,747.14 for the William D. Fitch Widening Phase II project.

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- e. Approved a user agreement between Texas A&M University and the City of College Station authorizing Texas A&M University to provide the University Services Building parking lot area and ingress/egress roads for a term of five (5) years to the Brazos Valley Solid Waste Management Agency for the spring Household Hazardous Waste & Computer Collection event.
- f. Approved a Settlement Agreement and Release between the City and David and Jennifer Weber compensating the Webers for the condemnation of easements necessary for the completion of the Parallel Water Transmission Phase III.
- g. Approved **Ordinance No. 3177** amending Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, by amending Section 9: Drought Contingency and Water Emergency Plan in its entirety.
- h. Approved **Resolution No. 04-23-09-2h** for the adoption of an updated Water Conservation Plan, including goals required by TCEQ.
- i. Approved **Resolution No. 04-23-09-2i** to purchase 11.5 Wetland Mitigation Credits from Mitigation Solutions USA LLC in the amount of \$201,250.00.
- j. Approved Change order No. 2 to purchase order No. 09-0308 to Martin Apparatus and Equipment, in the amount of \$29,684 for the purchase of two (2) 2009 Pierce Velocity Pumpers and one (1) 2009 Pierce / Peterbilt 340-3000 Gal Pumper / Tanker.
- k. Approved **Resolution No. 04-23-09-2k** declaring intention to reimburse certain expenditures with proceeds from debt for Neighborhood Park Improvement projects.
- l. Approved **Resolution No. 04-23-09-2L** declaring intention to reimburse certain expenditures with proceeds from debt for the Water Reclamation project.
- m. Approved an amendment to the Affiliate funding agreement between the City of College Station and the Arts Council of Brazos Valley to change the date and location of a performance by the Brazos Valley Symphony Orchestra specified in Section 3.5 of the agreement.
- n. Approved an award of Bid#09-42 for purchasing of roadway traffic signs, post and pavement markings material. The total cost of this Bid #09-42 is \$145,505.62.
- o. Approved an Interlocal Agreement (ILA) in the amount of \$31,248 between the Cities of College Station and Bryan for design costs for a traffic signal at the intersection of University Drive and Copperfield.
- p. Approved **Resolution No. 04-23-09-2p** approving a contract with Mitchell and Morgan LLP in the amount of \$59,500.00 for design services for the Holleman Drive Extension project. (Project #ST 0913)
- q. Approved **Ordinance No. 3178** amending Chapter 10, "Traffic Code," to change the posted speed limit on sections of SH 40 (William D. Fitch Parkway).

Council member Massey made a motion to approve consent items 2a thru 2q with the corrections on item 2g. Council member Stewart seconded the motion, which carried 5-0.

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FOR: Mayor Pro Tem McIlhaney, Massey, Maloney, Stewart and Ruesink
AGAINST: None
ABSENT: Mayor White, Council member Crompton

Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion of design options for the Tauber & Stasney Street Rehabilitation Project.

Chuck Gilman, Director of Capital Projects presented the design option for the Tauber & Stasney Street Rehabilitation Project. Staff recommended that the Tauber & Stasney Street Rehabilitation Project proceed according to Option 3.

Mayor Pro Tem McIlhaney opened the public hearing.

In favor of Option 2:

Dr. Anwer Ahmed, 2907 Aztec Ct., CS
SaQib Mukhtar, 9002 Timber Knoll, CS
Nadeem Chowdhary, 3202 Catarin, CS
Hector Rivera, 413 Stasney, CS
Charles Bush, P.O. Box 1088, Manhattan, KS
Charles Szabuniewicz, 381 Fifth, Bryan
Glenn Sschroeder, 1304 Autumn Wood Dr., CS
Robert Forest 109 College Main, CS
Chandler Salmone, TAMU Harrell Hall
Hoda el Salty, 301 Ball Street, CS
Rebecca Adkins, 900 Camellia Court, CS

In favor of Option 3:

Will McCollum, 4317 Marywood, Bryan

In favor of creating new Option:

Kip Gilts, 9210 Riverstone Ct., CS
Carol Patton, 1304 Angelina Circle, CS

Mayor ProTem McIlhaney closed the public hearing.

Chief R.B. Alley spoke on the problems with fire truck moving around safely in area of Tauber & Stasney.

Council direction staff to research another Option between Option 2 & 3 and bring back to Council. No formal action was taken.

Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion regarding an amendment to the Unified Development Ordinance Section 7.4.E "Exempt Signs," Section 7.4.X "Signs for Permitted Non-residential Uses in Residential or Agricultural Districts" and Section 11.2 "Defined Terms."

Item was pulled by staff.

Council member Crompton returned at 7:45

Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion regarding an amendment of Chapter 12, Unified Development Ordinance, Section 4.2, Official Zoning Map, of the Code of Ordinances of the City of College Station, Texas by rezoning 2.47 acres from A-O, Agricultural-Open, to C-1, General Commercial at 4074 State Highway 6 and more generally located south of Bridle Gate Drive.

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Laura Hovde, Staff Planner presented a rezoning of 2.47 acres from A-O, Agricultural-Open, to C-1, General Commercial at 4074 State Highway 6 and more generally located south of Bridle Gate Drive. Staff and the P&Z Commission recommended approval.

Jeff Robertson with McClure and Brown Engineering represented the owner and in agreement with privacy fence along south of property line.

Mayor ProTem McIlhaney opened the public hearing.

Dahlis Waller, 2707 Pinehurst Circle, CS – owner of adjacent property, addressed her concerns of buffer requirements and the need for such, drainage, and future ramifications for rezoning this property.

Mayor Pro Tem McIlhaney closed the public hearing.

Council member Maloney moved to approve Ordinance No. 3179 with an 8 foot wood fence. Council member Massey seconded the motion, which carried 6-0,

FOR: Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink
AGAINST: None

Regular Agenda Item No. 4 -- Public hearing, presentation, possible action, and discussion on consideration of the updated land use assumptions and capital improvements plan, and the imposition of updated water and wastewater impact fees in Steeplechase-Wellborn Sewer Impact Fee Service Areas 03-02.

Alan Gibbs, City Engineer presented an updated of land use assumptions and capital improvements plan, and the imposition of updated water and wastewater impact fees in Steeplechase-Wellborn Sewer Impact Fee Service Areas 03-02. Staff recommended approval.

Mayor Pro Tem McIlhaney opened the public hearing. No one spoke. Mayor ProTem McIlhaney closed the public hearing.

No formal action was taken.

Regular Agenda Item No. 5 -- Adjourn.

Hearing no objections, Mayor Pro Tem McIlhaney adjourned the meetings at 9:06 p.m. on Thursday, April 23, 2009.

PASSED AND APPROVED this 18th day of May, 2009.

APPROVED

Mayor Ben White

ATTEST:

City Secretary Connie Hooks

May 28, 2009

Consent Agenda Item No. 2b

Police Motorcycle Purchase

To: Glenn Brown, City Manager

From: Michael "Ike" Ikner, Chief of Police

Agenda Caption: Presentation, possible action, and discussion on the purchase of seven (7) Police Motorcycles from Independence Harley Davidson /Buell of College Station for the amount of \$186,931.15 which includes a three year Extended Service Plan (at \$725 each). (Bid Number 09-45.)

Recommendation(s): Recommend award to the lowest, responsible bidder meeting specifications, Independence Harley Davidson of College Station. Also recommend the trade in of the existing motorcycles.

Summary: This purchase is a scheduled replacement of seven (7) Harley Davidson police motorcycles which have been purchased on a two-year cycle. Beginning with this purchase, the plan is to move these vehicles to a three-year replacement cycle. Vehicles will be evaluated closely during the third year of service to document down time and determine if this plan is cost effective. We received only one bid, that being from Independence Harley Davidson/Buell of College Station, TX. Independence performs all mechanical maintenance on the motorcycles at their dealership in College Station. Independence has offered to take our 2007 motorcycles in trade, at \$8000 each. This will significantly reduce staff's time and costs associated with selling these motorcycles through a municipal or private auction company. Staff recommends the purchase of the seven new motorcycles, purchase of the third year Extended Service Plan for each, and accepting the trade offer on the seven 2007 models with Independence Harley Davidson.

Budget & Financial Summary: The purchase of these motorcycles will be funded out of the Equipment Replacement Fund. A budget transfer will be made in the Equipment Replacement Fund from the Fire equipment purchases, which came in under budget, to the Police motorcycle budget for the extended service plan. Independence Harley Davidson/Buell of College Station also submitted a bid for a trade in allowance for seven (7) 2007 Harley Davidson police motorcycles at \$8000 each.

Attachments:

1.) Bid Tabulation Sheet



City of College Station - Purchasing Department
Bid Tabulation for #09-45
"Purchase of Seven (7) Police Motorcycles"
Open Date: Wednesday, March 11, 2009 @ 2:00 p.m.

			Independence Harley-Davidson (College Station, TX)	
DESCRIPTION	QTY	UOM	UNIT BID AMOUNT	TOTAL BID AMOUNT
Make/Model: 2009 FLHP Road King				
OPTION 1 - ORIGINAL PURCHASE PRICE				
2009 Police Motorcycles	7	EA	\$25,979.45	\$181,856.15
OPTION 2 - TOTAL COST BID (Original purchase price less guaranteed repurchase price for 2009 motorcycles)				
2009 Police Motorcycles	7	EA	\$25,979.45	\$181,856.15
Guaranteed Repurchase Price (Repurchase price of 2009 motorcycles at the end of 2 years)	7	EA	\$8,200.00	\$57,400.00
Option 2 - Total Cost			\$17,779.45	\$124,456.15
OPTION 3 - TRADE-IN (Original purchase price less trade-in for existing 2007 Electra Glides)				
2009 Police Motorcycles	7	EA	\$25,979.45	\$181,856.15
Trade-In Amount for 2007 Electra Glide Motorcycles	7	EA	\$8,000.00	\$56,000.00
Option 3 - Total Cost			\$17,979.45	\$125,856.15
OPTIONAL EXTENDED WARRANTY: Add \$725.00 per unit (Bid amount for a one-year extended warranty - per unit)				
DELIVERY: 90 Days (Consecutive calendar days ARO)				

NOTES:

- »Bidder indicated the unit cost of \$25,979.45 includes all equipment and labor.
- »Bidder indicated the Extended Warranty must be purchased at the time of sale.
- »Bidder also provided a repurchase price of \$8,000.00 for 2009 motorcycles at the end of 3 years.

May 28, 2009
Consent Agenda Item No. 2c
Rejection of RFP 09-41 Response for Public Internet Service

To: Glenn Brown, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding rejection of the response to RFP #09-41, Public Internet Service.

Recommendation(s): Staff recommends rejection of the single response received to RFP 09-41.

Summary: On February 19, 2009 RFP 09-41 was released. This RFP solicited Internet Service Providers for city provide public internet service in city buildings and other designated areas in accordance with the Wireless Plan approved by Council on October 9, 2008.

Responses to RFP 09-41 were due on March 27, 2009. Only one proposal from Verizon was received by the City. Research conducted since receiving this proposal indicates that there may be additional options available to the City, and the RFP will be reissued.

Budget & Financial Summary: Funding for limited public Internet access is available in the approved IT Department operating budget.

May 28, 2009
Consent Agenda Item No. 2d
Resolution Authorizing Publication of Notice for Certificates of Obligation

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2009; and providing an effective date.

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

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

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

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

The City's Financial Advisor recommended that the City issue Certificate of Obligations for utility projects instead of Utility Revenue Bonds (URBs). The Utility systems will still cover their associated portion of debt service through utility revenues. The efficiency of combining the debt is as follows:

- **Economies of scale:** The City can save on issuance cost by combining the two issues. The estimate cost savings is \$75,000 to \$100,000 each year that we issue.
- **Better ratings:** COs are rated Aa3/AA while URBs are rated A1/A+. Selling only the higher rated COs will result in lower bond interest rates.
- **More marketable bonds:** Combining the two issues will provide substantially larger block sizes in each maturity. Having block sizes in excess of \$1 million per year will likely attract institutional investors to the City's bonds where as before the market was essentially retail oriented investors.
- **Reserve fund requirements:** The URBs require that the City fund a debt service reserve fund unless the bonds are insured by a bond insurer, who at the time of the issuance, is AAA rated. Currently, the only bond insurer that remains AAA rated by both Moody's and Standards & Poors is Financial Security Assurance (FSA).

In addition to the utility projects, this particular debt issue is planned to provide resources for, the master planning and design of the convention center and a portion of the land acquisition, cemetery development project, Twin Oaks Landfill project, technology projects and debt issuance costs. The total amount of this issue is \$31,315,00.

At the June 11th meeting, the City Council will consider approval of the Preliminary Official Statements for the Certificates of Obligation and General Obligation Bonds. The bond sale for the Certificates of Obligation and General Obligation Bonds is scheduled for July 9th and will be on that agenda for City Council consideration.

Budget & Financial Summary: Staff reviewed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The recommendation to move forward with this issue will not impact the ad valorem tax rate, as long as revenues from the sale of cemetery lots are received as projected to pay the cemetery portion of the debt service. The impact on the utility rates will be reviewed as part of the financial forecast and FY10 budget.

Attachments:

1. Resolution by the City Council of the City of College Station directing publication of notice of intention to issue Certificates of Obligation.

RESOLUTION NO. _____

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2009; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

Section 2. That the City Secretary shall cause said notice to be published, in substantially the form attached hereto, in the Bryan-College Station Eagle, a newspaper of general circulation in the City of College Station, Texas, for two consecutive weeks, the date of the first publication to be before the 30th day before the day tentatively proposed for authorizing the issuance of the Certificates of Obligation as shown in said notice.

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

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

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

PASSED AND APPROVED this 28th day of May, 2008.

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:



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

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of College Station, Texas, to issue one or more series of the interest bearing certificates of obligation of the City to be entitled "City of College Station, Texas Certificates of Obligation", for the purpose of paying contractual obligations to be incurred by the City, to-wit, the construction of improvements to a city-owned cemetery located at 3800 Raymond Stotzer Parkway; the acquisition of approximately 7.1469 acres of land located at 701 University Drive East to be used for municipal purposes, including but not limited to, a site for a convention center; master planning and preliminary design costs for the construction of a convention center; construction of improvements to the new Twin Oaks Landfill; the acquisition of an electronic scheduling system for use by the City Police Department; the acquisition and installation of technology improvements including a radio communication system and fiber optic infrastructure for use by the City; the construction of improvements and extensions to the City's combined electric, waterworks and sewer systems; and the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City Council tentatively proposes to authorize the issuance of said series (one or more) of Certificates of Obligation at its regular meeting place in the City Hall at a meeting to commence at 7 o'clock, p.m., on July 9, 2009. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold on said date for such purposes described above is \$31,315,000. The City Council presently proposes to provide for payment of said series (one or more) of Certificates of Obligation from the levy of taxes and from a limited surplus revenue pledge (not to exceed \$1,000) derived from the operation of the City's electric, waterworks and sewer systems.

CITY OF COLLEGE STATION, TEXAS

/s/ Ben White
Mayor

May 28, 2009
Consent Agenda Item No. 2e
Change Order to the 2005 Bike Loop Phase I
Longmire Improvements Construction Contract

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding Change Order No. 2 to the construction contract with JCF Bridge & Concrete, Inc. (Contract No. 09-041) in the amount of \$26,334.40 for the 2005 Bike Loop Phase I – Longmire Improvements project.

Recommendation(s): Staff recommends approval of Change Order #2 to the JCF Bridge & Concrete, Inc. contract in the amount of \$26,334.40.

Summary: This change order includes the relocation of two (2) traffic signals and the installation of video detection cameras to replace the traffic loops at the intersection of Longmire and FM 2818. The islands were designed around each signal pole with the intent to avoid moving the poles. City staff is requesting that the poles be raised to the elevation of the island. This will allow staff to access, repair, and/ replace the pole if it's damaged or hit by a vehicle in the future. Staff has requested that the video detection cameras be replaced.

The change order is also for adjustments made to the pavement width along FM 2818 to match the TxDOT shoulder and curb and gutter sections, and to adjust the pedestrian bridge to avoid conflict with a sanitary sewer line. The design consultant showed the sewer line on the plans based on an alignment centered on the manhole lid. The lids are offset, however, which would have placed the piers too close to the sewer line.

The change order also includes several deductions. A curb inlet was removed due to a drainage modification proposed by the contractor. The reduction in the amount of landscape pavers is due to an error in the bid quantity calculations made by the engineer. The engineer mistakenly included a portion of the curb and gutter quantity with the pavers, resulting in a reduction in pavers and an increase in the curb and gutter quantity. Finally, the mill and overlay alternate bit item was removed from the project because the engineer miscalculated the mill and overlay quantities included on the bid form. The actual quantities are approximately 3 times greater than the quantities in the bid form. The actual cost to mill and overlay the intersection is \$51,360 rather than \$15,194. Therefore, the mill and overlay is being removed from the scope of the project.

Budget & Financial Summary: Change order #2 will result in a net increase of 4.14% of the original contract amount. Funds in the amount of \$1,033,624 have been budgeted for this project from the Streets Capital Improvement Projects Fund. Funds in the amount of \$740,587.22 have been expended or committed, leaving a balance of \$293,036.78. Funds in the amount of \$52,000 were transferred into this project from the Traffic System Safety Improvements project for the traffic signal pole relocation and video detection camera installations. This amount is included in the budget referenced above.

Attachments:

- 1.) Change Order #2
- 2.) Project Location Map
- 3.) Bayer Electric proposal

CHANGE ORDER NO. 2
P.O.# 090469

Contract No. 09-041 DATE: May 11, 2009
PROJECT: 2005 Bike Loop Phase I -- Longmire Improvements, ST-0521

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

CONTRACTOR:
JCF Bridge & Concrete, Inc.
1300 B East Gatlin Creek Ph: (512) 858-5668
Driftwood, Texas 78619 Fax: (512) 857-0099

PURPOSE OF THIS CHANGE ORDER:

- 1-12. Signal pole relocation in islands to have proper drainage around pole foundations.
- 13-17. Installation of vehicle detection cameras (Vivds) to replace traffic loops.
- 18. Remove curb inlet from the contract to accommodate adjustments in the elevation.
- 19-21. Delete alternate for mill and overlay from the contract due to miscalculated quantities and to remove striping that would have been removed during milling.
- 22-23. Adjustments to quantities for the island pavers and concrete curb and gutter that were incorrect in the bid tab.
- 24- 26. Revisions to the bridge elevation and alignment to avoid conflict with the sanitary sewer line.
- 27-34. Adjustments to the pavement width along FM 2818 to provide adequate shoulder and to match the TxDOT shoulder and curb and gutter sections.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LF	Drill Shaft Sig Pole 36"	\$200.00	0	26	\$5,200.00
2	LF	2" Schedule 40 PVC Conduit	\$6.00	0	90	\$540.00
3	LF	Bore drilled for 2" Schedule 40 PVC Conduit	\$20.00	0	270	\$5,400.00
4	LF	4" Schedule 40 PVC Conduit	\$10.00	0	90	\$900.00
5	LF	Bore drilled for 4" Schedule 40 PVC Conduit	\$25.00	0	180	\$4,500.00
6	LF	Electrical Conduit #8 Bare	\$2.00	0	640	\$1,280.00
7	LF	Electrical Conduit #8 Insulated	\$2.00	0	1280	\$2,560.00
8	EA	Ground Box TY C (162911) w/ Apron	\$700.00	0	4	\$2,800.00
9	LF	Traffic Signal Cable (TYA) 12 awg (5 Cond.)	\$2.00	0	700	\$1,400.00
10	LF	Traffic Signal Cable (TYA) 12 awg (7 Cond.)	\$2.50	0	700	\$1,750.00
11	EA	Relocate Signal Pole w/ Single Mast Arm	\$4,500.00	0	2	\$9,000.00
12	EA	8.06 Furnish and Install Signal Pole Drain, including 4" PVC outlet pipe	\$1,300.00	2	0	(\$2,600.00)
13	EA	Vivds Set-up System	\$650.00	0	1	\$650.00
14	LF	Vivds Communication Cable (Coaxial)	\$2.30	0	1420	\$3,266.00
15	LF	Opticom Cable	\$2.00	0	520	\$1,040.00
16	LS	Bore deduct, installation with traffic signal repair	\$2,000.00	1	0	(\$2,000.00)
17	LS	Installation (JCF overhead charge of 15%)	\$5,742.90	0	1	\$5,742.90
18	EA	8.04 Furnish and Install Type C-1 Curb Inlet	\$1,600.00	2	1	(\$1,600.00)
19	TON	A-1 Furnish and Install Type C, PG64-22 Dense-Graded Hot-Mix Asphalt	\$140.00	78	0	(\$10,934.00)
20	SY	A-2 Plane existing asphaltic concrete pavement (2" depth)	\$6.00	710	0	(\$4,260.00)
21	LS	Striping removal in the intersection	\$2,850.00	0	1	\$2,850.00
22	SY	4.17 Furnish and Install Landscape Pavers for Islands at 2818 and Longmire	\$58.00	594	291.2	(\$17,562.40)
23	LF	4.18 Furnish and Install Type II Concrete Curb and Gutter	\$13.00	634	979	\$4,485.00
24	SY	4.25 Furnish and Install 4" Sidewalk including all embedment, finishing, etc	\$95.00	120	122.8	\$266.00
25	CY	4.27 Furnish and Install Class C Concrete Retaining Wall including reinforcement	\$450.00	15	13.5	(\$675.00)
26	CY	4.28 Furnish and Install Class S Concrete Slab including reinforcement	\$375.00	12	10.8	(\$450.00)
27	CY	4.04 Roadway Excavation	\$17.00	299	254.3	(\$751.40)
28	CY	4.05 Furnish and Install Type C Ordinary Compaction Embankment	\$22.00	821	935.5	\$2,510.20
29	SY	4.10 Furnish and Install 6" Type E grade 4 flex base	\$13.00	2573	2741	\$2,184.00
30	GAL	4.11 Furnish and Install Prime Coat (MC-30 or AE-P) asphalt	\$10.50	515	548.6	\$352.80
31	GAL	4.12 Furnish and Install Asphalt (AC-20-5TR or AC-12-5TR) for one course surf	\$16.00	927	987.5	\$967.68
32	CY	4.13 Furnish and Install Aggregate	\$305.00	21	22.3	\$408.70
33	TON	4.14 Furnish and Install Type B Hot-Mix Asphalt	\$127.00	501	536.7	\$4,582.16
34	TON	4.15 Furnish and Install Type C Hot-Mix Asphalt	\$137.00	268	286.2	\$2,531.76
TOTAL						\$26,334.40

THE NET AFFECT OF THIS CHANGE ORDER IS 4.14% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$636,401.43		
Change Order No. 1	\$8,625.00	1.36%	CHANGE
Change Order No. 2	\$26,334.40	4.14%	CHANGE
REVISED CONTRACT AMOUNT	\$671,360.83	5.49%	TOTAL CHANGE
ORIGINAL CONTRACT TIME	150 Days		
Time Extension No. 1	0 Days		
Revised Contract Time	150 Days		

APPROVED

[Signature]
A/E CONTRACTOR Date 5-11-2009

[Signature]
CITY ATTORNEY Date

[Signature]
CONSTRUCTION CONTRACTOR Date 5-11-09

DIRECTOR OF FISCAL SERVICES Date

[Signature]
PROJECT MANAGER Date 5/12/09

MAYOR Date

[Signature]
DEPARTMENT DIRECTOR Date 5/12/09

CITY SECRETARY Date

FOR CRG

CITY MANAGER Date



1 inch equals 500 feet

2005 Bike Loop Phase I -- Longmire Improvements

BAYER CONSTRUCTION ELECTRICAL CONTRACTORS, INC.
P.O. BOX 1152 *576 MARINO RD.**
(77806) BRYAN, TEXAS (77808)
979/775-7752* FAX#979/823-0873**

Longmire Bike Loop Phase 1
City of College Station

Bid Date: 03-30-2009

Item	Description	Unit	Qty	Price	Extended Total
1	Drill Shaft Trf Sig Pole 36"	LF	26.00	200.00	5200.00
2	Condt PVC Sch 40 2"	LF	90.00	6.00	540.00
3	Condt PVC Sch 40 2" Bore	LF	270.00	20.00	5400.00
4	Condt PVC Sch 40 4"	LF	90.00	10.00	900.00
5	Condt PVC Sch 40 4" (Bore)	LF	180.00	25.00	4500.00
6	Elec Cond. # 8 Bare	LF	640.00	2.00	1280.00
7	Elec Cond. # 8 Insulated	LF	1280.00	2.00	2560.00
8	Ground Box TY C (162911) W/Apron	EA	4.00	700.00	2800.00
9	Trf Sig Cbl (TYA) 12 awg (5 Cond.)	LF	700.00	2.00	1400.00
10	Trf Sig Cbl (TYA) 12 awg (7 Cond.)	LF	700.00	2.50	1750.00
11	Relocate signal pole W/ single mast arm	EA	2.00	4500.00	9000.00
12	Vivds Processor System	EA	1.00	6190.00	6190.00
13	Vivds Camera Assembly	EA	4.00	1690.00	6760.00
14	Vivds Set-up System	EA	1.00	650.00	650.00
15	Vivds Communication Cable (Coaxial)	LF	1420.00	2.30	3266.00
16	Opticom Cable	LF	520.00	2.00	1040.00
					53236.00

If the City of College Station want to supply the cameras and processors for this project you can deduct \$ 13,000.00

Thank You: Jeff Zemanek

May 28, 2009
Consent Agenda Item No. 2f
Annual Community Development Action Plan Substantial Amendment

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, discussion on a substantial amendment to the City's 2008 Annual Action Plan to include new Community Development Block Grant Program (CDBG-R) funds under the American Recovery and Reinvestment Act of 2009.

Recommendation(s): Staff recommends approval of the above referenced substantial amendment to the City's 2008 Annual Action Plan.

Summary: The American Recovery and Reinvestment Act of 2009 appropriated funds for all current CDBG entitlement communities. Under this formula allocation, the City of College Station will receive \$299,821.00 for any currently eligible CDBG project or activity. The intended use of these funds includes economic development, housing, infrastructure and/or any other public facility activities that will quickly promote further economic investment, increased energy efficiency, and job creation or retention for the respective community. The U. S. Department of Housing and Urban Development recently issued a notice of program requirements for the CDBG-R funding that required the City to prepare and submit a substantial amendment to the its 2008 Annual Action Plan.

The City is proposing to use these funds to further a project that was previously identified by the Council as having met the intended use of funds by promoting further economic investment, providing affordable housing opportunities, and creating new jobs. This proposed substantial amendment includes the use of CDBG-R funds in combination with previously allocated CDBG funds to acquire land for the development and construction of a major new mixed-use development. The proposed project will include the development of affordable multi-family housing, retail and/or office space for the creation of jobs, and open recreation space. This project will leverage private resources with federal grant funds to realize a development that will maximize the benefit of these resources for low and moderate income residents in College Station.

As required by Federal regulations, staff publicly posted this amendment on May 19, 2009 for public comment through May 25, 2009. Any comments provided by the public will be made available to the Council prior to the meeting.

Budget & Financial Summary: This \$299,821 in CDBG-R funding is a new source of community development revenue available through the American Recovery and Reinvestment Act of 2009. All eligible CDBG activities and uses are eligible for programming with these new funds.

Attachments:

- 1) 2008 Annual Action Plan Substantial Amendment
- 2) Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY'S 2008 ACTION PLAN TO INCLUDE NEW COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS PROGRAM UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

WHEREAS, the City of College Station is entitled to receive \$299,821.00 in additional Community Development Block Grant (CDBG-R) funds from the United States Department of Housing and Urban Development (HUD) in Fiscal Year 2009 and has prepared a substantial amendment to the 2008 Action Plan as required to secure these funds; and

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that has been approved by both City and HUD that guides the development of the annual Action Plan and Budget; and

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

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Substantial Amendment to the 2008 Action Plan; and

WHEREAS, the City Council acknowledges that the adoption of the Substantial Amendment to the 2008 Action Plan is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens; now, therefore,

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

PART 1: That the City Council hereby approves the Substantial Amendment to the 2008 Action Plan which serves as the City's application to HUD for CDBG-R funds.

PART 2: That the City Council hereby designates and authorizes and the City Manager to sign all required applications, certifications, evaluations and other forms required by HUD for the Substantial Amendment to the 2008 Action Plan on behalf of the City of College Station.

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

RESOLUTION NO. _____

Page 2

ADOPTED this _____ day of _____, A.D. 2009

APPROVED

ATTEST:

Mayor

City Secretary

APPROVED:



City Attorney

**2005 - 2009
Consolidated Plan**

**Substantial Amendment to the
2008 Annual Action Plan to include the
Community Development Block Grant Program
Under the American Recovery and Reinvestment Act
of 2009**



**David Gwin, Director
Department of Economic & Community Development
P. O. Box 9960
1207 Texas Avenue
College Station, Texas 77842
(979) 764-3778
dgwin@cstx.gov**

This draft document is made available for public comment. Comments or questions concerning this substantial amendment may be mailed to the address above or e-mailed to econdev@cstx.gov.

**Consolidated Plan
2005 - 2009
Draft Substantial Amendment to the
2008 Annual Action Plan to Include the
Community Development Block Grant Program (CDBG-R)
Under the American Recovery and Reinvestment Act of 2009**

THE CDBG-R SUBSTANTIAL AMENDMENT

<p>Jurisdiction(s): City of College Station, Texas</p> <p>Jurisdiction Web Address: http://www.cstx.gov/Index.aspx?page=259</p>	<p>CDBG-R Contact Person: David Gwin</p> <p>Address: P. O. Box 9920 1207 Texas Avenue College Station, Texas 77842</p> <p>Telephone: (979) 764-3778 Fax: 979-764-3785 Email: dgwin@cstx.gov</p>
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ENSURING RESPONSIBLE SPENDING OF RECOVERY ACT FUNDS

Funding available under the Recovery Act has clear purposes – to stimulate the economy through measures that modernize the Nation’s infrastructure, improve energy efficiency, and expand educational opportunities and access to health care. HUD strongly urges grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings. While the full range of CDBG activities is available to grantees, the Department strongly suggests that grantees incorporate consideration of the public perception of the intent of the Recovery Act in identifying and selecting projects for CDBG-R funding.

A. SPREADSHEET FOR REPORTING PROPOSED CDBG-R ACTIVITIES

Grantees must provide information concerning CDBG-R assisted activities in an electronic spreadsheet provided by HUD. The information that must be reported in the spreadsheet includes activity name, activity description, CDBG-R dollar amount budgeted, eligibility category, national objective citation, additional Recovery Act funds for the activity received from other programs, and total activity budget. An electronic copy of the spreadsheet and the format is available on HUD’s recovery website at <http://www.hud.gov/recovery>.

CDBG-R

Activity Data Spreadsheet

Jurisdiction/Grantee Name: City of College Station		CDBG-R Formula Grant Amount: \$299,821				Date: 5/29/2009	
Activity Name	Activity Description	Eligibility (Regulatory or HCDA Citation)	National Objective Citation	CDBG-R Project Budget (\$)	Additional Recovery Funds (\$)	Other Leveraged Funding (\$)	Total Activity Budget
Acquisition for Mixed-Use Development	This project will provide low-mod housing, low-mod job creation and low-mod area benefit through the acquisition of land for the development and construction of a future mixed-use development. The development is anticipated to include affordable multi-family housing, new retail and/or office space for the creation of new jobs, and provision of recreational space.	24 CFR 570.201(a)	24 CFR 570.208 (1), (3) & (4)	299,821		1,968,126	2,267,947
							0
							0
							0
							0
							0
							0
							0

B. CDBG-R INFORMATION BY ACTIVITY (COMPLETE FOR EACH ACTIVITY)

- (1) Activity Name: Acquisition for Mixed-Use Development
- (2) Activity Narrative: This project will provide low-mod housing, low-mod job creation and low-mod area benefit through the acquisition 5 to 9 acres located in Census Tract 001700 Block Group 01 County 48041, which has a low/mod percentage of 80.3%. Upon the successful completion of the acquisition, a Request for Proposal will be prepared and released to facilitate the development of an much anticipated mixed-use development. This mixed-use development may include affordable multi-family housing, retail and/or office space for the creation of jobs, and new recreational space.

This project will leverage private resources with federal grant funds to create a development that will maximize the benefit to low and moderate income residents in College Station. Given the confidentiality of these real estate transactions, the exact addresses cannot be released at this time as the City does not yet control the properties. This mixed-use development project is anticipated to take multiple years to accomplish and will further utilize CDBG and HOME funds.

Conceptually, the Low-Mod Housing National Objective would be met by developing approximately 70 new rental units, 80% of which would be available for low to moderate income households at current affordable rental rates and 20% at market rental rates. The average household size in this Block Group is 2.13. Therefore, it is estimated that this development could assist approximately 119 low to moderate-income residents.

The Low-Mod Job Creation National Objective would be met by the development of approximately 70,000 sq. ft. of new retail/office space. It is anticipated that this could create approximately 112 jobs and require, by contract with the developer, that at least 51% of the full-time equivalent jobs involve the employment of low and moderate-income persons. According to the census, this Block Group contains approximately 3,496 low to moderate-income residents. A neighborhood of low-to-moderate-income residents generally abuts the area proposed for development.

The Low-Mod Area Benefit National Objective could be met by the creation of new proposed open space to benefit the people living and working in this development, as well as the people living in the neighborhood adjacent to this development.

The above referenced specifics are estimates and intended to be a general outline for the proposed mixed-use development. The estimates are based on the amount of land to be acquired and subsequently developed utilizing current city ordinances, policies, and basic site parameters. These

specifications do not necessarily represent the specifications of the final project. While we believe that these estimates are accurate based on the above parameters, the final project is dependent upon the actual proposals received and the one ultimately accepted for development and construction.

American Recovery and Reinvestment Act of 2009 – CDBG-R funding will be utilized with previously allocated funds to allow for a specific acquisition activity to be completed prior to July 30, 2009. Additionally, the City received authorization from the U. S. Department of Housing and Urban Development for the expenditure of pre-award costs in this regard. This pre-award authorization will allow reimbursement to the City from 2009 Community Development Block Grant funds up to \$562,000.

No additional recovery funding will be utilized for this activity. No administrative funding or public service funding is included in this amendment.

- (3) Jobs Created: The Low-Mod Job Creation National Objective would be met by the development of approximately 70,000 sq. ft. of new retail/office space. It is anticipated that this could create approximately 112 jobs and require, by contract with the developer, that at least 51% of the full-time equivalent jobs involve the employment of low and moderate-income persons. According to the census, this Block Group contains approximately 3,496 low to moderate-income residents. A neighborhood of low-to-moderate-income residents is located within close proximity to this general area proposed for this development.
- (4) Additional Activity Information: The City will endeavor to utilize green building practices and energy conservation efforts where practical and cost-effective in the development and construction of this project.
- (5) Responsible Organization:
City of College Station
Department of Economic and Community Development
David Gwin, Director
P. O. Box 9960
1207 Texas Avenue
College Station, Texas 77842
(979) 764-3778
(979) 764-3785 fax
Dgwin@cstx.gov

C. PUBLIC COMMENT

The substantial amendment was posted to the City of College Station's website under the Community Development section on May 19, 2009. The specific hyperlink is as follows: (<http://www.cstx.gov/Index.aspx?page=259>). Copies of the amendment were also placed at the Lincoln Center (1101 Eleanor), the Larry Ringer Library, City Secretary's office, and at the Department of Economic and Community Development. Additionally, a press release including the announcement of the substantial amendment was sent to all media contact on Tuesday, May 19, 2009.

Further, information regarding the amendment was included during regular programming on the City's public television channel 19. The public comment period required of this particular process ran from May 20 – May 25. The substantial amendment will be presented to City Council on May 28, 2009 for consideration of approval.

The following is a summary public comments received during the process.

Response:

D.-TABLE 3C: CONSOLIDATED PLAN LISTING OF PROJECTS – AMENDED

Jurisdiction's Name: City of College Station

Priority Need: Other

Project Title: Acquisition

- (1) **Description:** This project will provide low-mod housing, low-mod job creation and low-mod area benefit through the acquisition 5 to 9 acres located in Census Tract 001700 Block Group 01 County 48041, which has a low/mod percentage of 80.3%. Upon the successful completion of the acquisition, a Request for Proposal will be prepared and released to facilitate the development of an much anticipated mixed-use development. This mixed-use development may include affordable multi-family housing, retail and/or office space for the creation of jobs, and new recreational space.

This project will leverage private resources with federal grant funds to create a development that will maximize the benefit to low and moderate income residents in College Station. Given the confidentiality of these real estate transactions, the exact addresses cannot be released at this time as the City does not yet control the properties. This mixed-use development project is anticipated to take multiple years to accomplish and will further utilize CDBG and HOME funds.

Conceptually, the Low-Mod Housing National Objective would be met by developing approximately 70 new rental units, 80% of which would be available for low to moderate income households at current affordable rental rates and 20% at market rental rates. The average household size in this Block Group is 2.13. Therefore, it is estimated that this development could assist approximately 119 low to moderate-income residents.

The Low-Mod Job Creation National Objective would be met by the development of approximately 70,000 sq. ft. of new retail/office space. It is anticipated that this could create approximately 112 jobs and require, by contract with the developer, that at least 51% of the full-time equivalent jobs involve the employment of low and moderate-income persons. According to the census, this Block Group contains approximately 3,496 low to moderate-income residents. A neighborhood of low-to-moderate-income residents generally abuts the area proposed for development.

The Low-Mod Area Benefit National Objective could be met by the creation of new proposed open space to benefit the people living and working in this development, as well as the people living in the neighborhood adjacent to this development.

The above referenced specifics are estimates and intended to be a general outline for the proposed mixed-use development. The estimates are based on the amount of land to be acquired and subsequently developed utilizing current city ordinances, policies, and basic site parameters. These specifications do not necessarily represent the specifications of the final project. While we believe that these estimates are accurate based on the above parameters, the final project is dependent upon the actual proposals received and the one ultimately accepted for development and construction.

American Recovery and Reinvestment Act of 2009 – CDBG-R funding will be utilized with previously allocated funds to allow for a specific acquisition activity to be completed prior to July 30, 2009. Additionally, the City received authorization from the U. S. Department of Housing and Urban Development for the expenditure of pre-award costs in this regard. This pre-award authorization will allow reimbursement to the City from 2009 Community Development Block Grant funds up to \$562,000.

No additional recovery funding will be utilized for this activity. No administrative funding or public service funding is included in this amendment.

Objective category:

X Suitable Living Environment Decent Housing Economic Opportunity

Outcome category:

X Availability/Accessibility Affordability Sustainability

Location/Target Area: Community wide

Objective Number: 6	Project ID: 8004
HUD Matrix Code: 01	CDBG Citation: 24 CFR 570.201(a)
Type of Recipient Local Government	CDBG National Objective LMH, LMJ, LMA
Start Date: 10-01-2007	Completion Date: 9-30-2009
Performance Indicator Households	Annual Units 70
Jobs	112
People	4,351
Local ID:	Units Upon Completion:

Funding Sources:	
CDBG	\$599,939
CDBG-Recovery	\$299,821
HOME	
HOPWA	
Total Formula:	\$899,760
Prior Year Funds	\$863,427
Other Funding**	\$504,760
Total	\$2,267,947

* Other funding includes program income from the Meridian Apartments in the amount of \$254,669 that was receipted in IDIS in 2007. This amount was not anticipated and therefore was not budgeted in the 2007 Annual Action Plan. The additional amount is funding received from the sale of the Cedar Creek Apartment complex in the amount of \$250,091. These non-federal funds were utilized to reimburse the City's Line of Credit in 2007 as reported in the 2007 CAPER. The 2008 CDBG amount includes \$20,000 in anticipated program income.

The primary purpose of the project is to help the Homeless • Persons with HIV/AIDS • Persons with Disabilities • Public Housing Needs

E. CERTIFICATIONS

(1) **Affirmatively furthering fair housing.** The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

(2) **Anti-displacement and relocation plan.** The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under CDBG-R.

(3) **Drug Free Workplace.** The jurisdiction will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

(4) **Anti-lobbying.** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(5) **Authority of Jurisdiction.** The jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(6) **Consistency with Plan.** The housing activities to be undertaken with CDBG-R funds are consistent with its Consolidated Plan.

(7) **Section 3.** The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(8) **Community development plan.** The jurisdiction certifies that the consolidated housing and community development plan identifies housing and community development needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the statute authorizing the CDBG program.

(9) **Following a plan.** The jurisdiction is following a current Consolidated Plan that has been approved by HUD.

(10) **Use of funds.** The jurisdiction has developed activities so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families or aid in the prevention of slums or blight. Additional activities may be included that are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs

It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG-R funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. **Special Assessments.** The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG-R funds by assessing any amount against properties owned and occupied by persons

of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG-R funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with CDBG-R funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG-R funds. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG-R funds, unless CDBG-R funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG-R funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG-R funds if the jurisdiction certifies that it lacks CDBG-R or CDBG funds to cover the assessment.

(11) **Excessive Force.** The jurisdiction certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(12) **Compliance with anti-discrimination laws.** The CDBG-R grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(13) **Compliance with lead-based paint procedures.** The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(14) **Compliance with laws.** The jurisdiction will comply with applicable laws.

(15) **Compliance with ARRA.** The jurisdiction will comply with Title XII of Division A of the American Recovery and Reinvestment Act of 2009.

(16) **Project selection.** The jurisdiction will select projects to be funded, by giving priority to projects that can award contracts based on bids within 120 days from the date the funds are made available to the recipient, and that will ensure maximum job creation and economic benefit.

(17) **Timeliness of infrastructure investments.** When the jurisdiction uses CDBG-R funds for infrastructure investments, the grantee will give preference to quick-start and finish activities, including a goal to use at least 50 percent of the funds for activities within 120 days of enactment of the Recovery Act.

(18) **Buy American provision.** The jurisdiction will ensure that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with CDBG-R funds under the Recovery Act must be produced in the United States unless the Secretary finds that: (1) the requirement is inconsistent with public interest; (2) those goods are not reasonably available or produced in sufficient quantity in the U.S.; (3) or the use of the goods will increase the project cost by more than 25 percent.

(19) **Appropriate use of funds for infrastructure investments.** The Governor, mayor, or other chief executive, as appropriate certifies, that any infrastructure investments have received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Alternatively, a grantee's chief elected official certifies that infrastructure investments will receive the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars.

(20) **70% of CDBG-R for LMI.** The aggregate use of CDBG-R funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the grant is expended for activities that benefit such persons over the life of the CDBG-R grant.

Signature/Authorized Official

Date

Title

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s) *Other (Specify) _____
3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
*a. Legal Name: <u>City of College Station</u>		
*b. Employer/Taxpayer Identification Number (EIN/TIN): <u>74-60000534</u>	*c. Organizational DUNS: <u>107931997</u>	
d. Address:		
*Street 1: <u>P. O. Box 9960</u>	Street 2: <u>1207 Texas Avenue</u>	
*City: <u>College Station</u>	County: <u>Brazos</u>	
*State: <u>Texas</u>	Province: _____	
*Country: <u>United States</u>	*Zip / Postal Code <u>77842</u>	
e. Organizational Unit:		
Department Name: <u>Economic and Community Development</u>	Division Name: <u>Community Development</u>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <u>Mr.</u>	*First Name: <u>David</u>	
Middle Name: _____		
*Last Name: <u>Gwin</u>		
Suffix: _____		
Title: <u>Director of Economic and Community Development</u>		
Organizational Affiliation: <u>City of College Station</u>		
*Telephone Number: <u>979-764-3778</u>		Fax Number: <u>979-764-3785</u>
*Email: <u>dgwin@cstx.gov</u>		

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-253 _____

CFDA Title:

Community Development Block Grant - American Recovery and Reinvestment Act of 2008 _____

***12 Funding Opportunity Number:**

FR-5309-N-01 _____

*Title:

Community Development Block Grant Funding Under the American Recovery and Reinvestment Act of 2009 (CDBG-R) _____

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of College Station, Brazos County, Texas; Census Tract 001700 Block Group 01

***15. Descriptive Title of Applicant's Project:**

Acquisition for Mixed-Use Development

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:*a. Applicant: 17th Congressional District
District*b. Program/Project: 17th Congressional District**17. Proposed Project:**

*a. Start Date: 7/20/2009

*b. End Date: 9/30/2010

18. Estimated Funding (\$):

*a. Federal	_____	\$299,821
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	\$299,821

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Glenn

Middle Name: _____

*Last Name: Brown

Suffix: _____

*Title: City Manager

*Telephone Number: 979-764-3511

Fax Number: 979-764-3785

* Email: gbrown@cstx.gov

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

May 28, 2009
Consent Agenda Item No. 2g
Interlocal Agreement with TAMU for Fire Protection to Easterwood Airport

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a Interlocal Agreement and resolution accepting from Texas A&M University the sum of \$176,304.75 for providing Fire Protection to Easterwood Airport.

Recommendation(s): Staff recommends acceptance of these funds from Texas A&M University to provide this protection to Easterwood Airport.

Summary: The City of College Station provides staffing, training and response equipment to provide Fire Protection for the Airport and AirCraft at Easterwood Airport which is owned by Texas A&M University. The City of College Station will receive a sum of **\$176,304.75** each year for the next 3 years from Texas A&M University for providing this protection and service. The City of Bryan, Texas A&M University and Brazos County will contribute each \$58,768.25 each year for support of this program. These funds will be placed in the City of College Station General Fund to cover the costs of providing this protection and service. The period of this agreement shall be 3 years and will end on January 31, 2012.

Budget & Financial Summary: This sum has been included by the Fiscal Services Department through the Budget Process.

Attachments:

Interlocal Agreement on file in City Secretary's Office
Resolution

INTERLOCAL AGREEMENT
BETWEEN,
THE CITY OF COLLEGE STATION
AND
TEXAS A&M UNIVERSITY

This Agreement is effective as of the 1st day of February, 2009, by and between **TEXAS A&M UNIVERSITY**, (hereafter referred to as “**TAMU**”) a member of THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, and **THE CITY OF COLLEGE STATION**(hereafter referred to as “**COLLEGE STATION**”), a Texas home rule municipality.

WHEREAS, the Board of Regents of The Texas A&M University System owns Easterwood Airport, College Station, Brazos County, Texas;

WHEREAS, the Board of Regents has designated the management, operation and control of Easterwood Airport to **TAMU**;

WHEREAS, **COLLEGE STATION** and **TAMU** are committed to the promotion of the safety and health of all persons in the community within the bounds of fiscal responsibility; and

WHEREAS, Easterwood Airport's location adjacent to the city limits of College Station strategically places Easterwood Airport as an ideal locale for the establishment of a fire station facility for the joint use of **TAMU** and **COLLEGE STATION**;

WHEREAS, by pervious agreement between **TAMU** and **COLLEGE STATION**, the parties agreed to the establishment and operation of a joint use fire station facility at Easterwood Airport; and

WHEREAS, TAMU and COLLEGE STATION desire to continue the cooperative use of such fire station facility.

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by TAMU and COLLEGE STATION to be respectively kept and performed, the parties agree as follows:

SECTION I PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to establish the responsibilities of TAMU and COLLEGE STATION regarding Aircraft Rescue and Fire Fighting ("ARFF") personnel and equipment requirements, operational responsibilities, command and control of the Easterwood Joint-Use Fire Station, and the team of this Agreement.

SECTION II DEFINITIONS

2.1 Throughout this Agreement, the following words and phrases have the following meanings unless the context clearly indicates otherwise:

- A. **Airport** – Easterwood Airport, which is owned by the Board of Regents of The Texas A&M University and operated by TAMU.
- B. **ARFF** Aircraft Rescue and Fire Fighting
- C. **Airport Liaison:** - A TAMU employee or agent trained to FAA standards, knowledgeable of airport rules and regulations, and knowledgeable of the Aircraft Rescue and Fire Fighting functions to be performed pursuant to this Agreement.
- D. **ARFF Vehicles** – Aircraft Rescue and Fire Fighting vehicles with associated equipment owned by TAMU and specifically designed for the purpose of providing Aircraft Rescue and Fire Fighting capabilities.
- E. **COLLEGE STATION** – the City of College Station, Texas.
- F. **TAMU** – Texas A&M University, a member of The Texas A&M University System.
- G. **Emergency Alert** – Emergency conditions as defined in the Easterwood Airport Emergency Plan.

- H. **Emergency Plan** – The Easterwood Airport Emergency Plan currently in effect or as may be amended by mutual consent of **TAMU** and **COLLEGE STATION**.
- I. **Fire Department** – the College Station Fire Department.
- J. **Fire Fighting Agents** – A generic term used for materials such as water, foam, dry chemical, or carbon dioxide used for the extinguishment of fires.
- K. **Fire Station** – the land, facility and equipment.
- L. **FAA** - Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function.
- M. **Incident Command** – A standardized organizational structure used to command and control tactical operations needed to standardize an incident. The concept is further defined in the emergency plan.
- N. **Joint-Use Operational Expenses** - all ordinary, direct and reasonable expenses of operating the Fire Station, other than capital expenditures.
- O. **Operator's Maintenance** – Common maintenance such as noting obvious vehicle defects or malfunctions, checking operating fluid levels checking tire air pressure, etc. to ensure equipment is maintained in a state of readiness.
- P. **Organizational Maintenance** – Skilled maintenance such as those commonly performed by a technician or mechanic.
- Q. **Rules and Regulations** - rules and regulations adopted or that may be jointly adopted by **TAMU** and **COLLEGE STATION**, for the operation, maintenance and administration of the fire station.
- R. **Unified Command System** – A shared command function consisting of the **COLLEGE STATION** Incident Commander or designee and **TAMU** Director of Aviation or designee, as further defined in the Emergency Plan.

SECTION III. TERM OF AGREEMENT

3.1. The term of this Agreement will be from 8:00 a.m., on the 1st day of February, 2009 to 12:00 p.m., on the 31st day of January, 2012. This Agreement may be renewed under such terms and conditions as **TAMU** and **COLLEGE STATION** may agree. Negotiations for renewal must commence no later than six (6) months prior to the expiration date of this Agreement.

3.2. This Agreement may be terminated by either party without specifying the cause for such termination at any time provided that up to 24 months is granted **COLLEGE STATION** to build or procure adequate facilities for the displaced unit(s) and crew(s) and to procure or reassign the ARFF crew(s). Thereafter, this Agreement will expire on its regular termination date if it is the desire of either **TAMU** or **COLLEGE STATION** to terminate, without cause, the relationship established by this Agreement within the initial term.

3.3. This Agreement may be terminated for cause upon ninety (90) days written notice for the following reasons:

- A. A material breach of any term or condition of this Agreement which remains uncured during the entire notice period.
- B. Lack of funds or other financial exigency on the part of **TAMU** or **COLLEGE STATION**.
- C. A decision on the part of The Texas A&M University System or the State of Texas to close Easterwood Airport.
- D. A decision on the part of The Texas A&M University System or the State of Texas to sell Easterwood Airport or otherwise transfer ownership to another airport authority.

3.4 **TAMU** agrees, to the extent allowed by Constitution and laws of the State of Texas, that in the event of closure or sale of airport or change in mission, this Agreement will remain in full force and effect, to the fullest degree possible, for the full term of this Agreement.

3.5 This Agreement may be terminated at any time by **TAMU** for material breach of any term or condition of this Agreement caused by **COLLEGE STATION** ARFF personnel and resulting in a limitation of air carrier operations pursuant to Special Federal Aviation Regulation, § 139.343, provided notice of such termination is provided within fifteen (15) days of the incident from which the limitation arises.

3.6 Noncompliance by **COLLEGE STATION** ARFF personnel with FAA and Easterwood Airport rules, regulations and/or guidelines reported in writing by the Airport Liaison pursuant to Paragraph 8.3 which remains uncured during the entire notice period. No such written report by the Airport Liaison shall be construed as notice of termination.

SECTION IV. FIRE STATION FACILITY AND EQUIPMENT

4.1. **COLLEGE STATION** expressly acknowledges a significant portion of the funds used in the construction of the Fire Station were from a grant by the FAA and as a result, certain aspects of use are mandated by FAA Rules and Regulations.

4.2. As part of the ARFF equipment, **COLLEGE STATION** agrees it is responsible for maintaining and replacing when reasonably necessary, furnishings and/or equipment for ARFF operations as set out in Exhibit "A" attached to and made a part of this Agreement.

4.3. As part of the ARFF equipment, **TAMU** agrees it is responsible for maintaining and replacing when reasonably necessary, furnishings and/or equipment for ARFF operations as set out in Exhibit "B" attached to and made part of this Agreement.

SECTION V PERSONNEL

5.1. **COLLEGE STATION** will provide a minimum of three (3) personnel to operate and respond as a structural paramedic engine company and one (1) person per each assigned twenty-four (24) hour shift to staff an ARFF vehicle.

5.2. **TAMU** will provide one (1) person to perform duties of Airport Liaison between the FAA, **TAMU** (through the Director of Aviation or designee) and **COLLEGE STATION** (through the Fire Chief or designee).

SECTION VI. PAYROLL AND BENEFITS

6.1. **COLLEGE STATION** is solely responsible for salaries and associated payroll expenses, including all benefits, for **COLLEGE STATION** personnel employed in relation to the Fire Station and/or **COLLEGE STATION's** performance of this Agreement.

6.2. **TAMU** is solely responsible for all salary and associated payroll expenses including all benefits, for **TAMU** personnel employed in relation to the Fire Station and/or **TAMU's** performance of this Agreement.

SECTION VII. INSURANCE

7.1. **COLLEGE STATION** agrees all property owned by **COLLEGE STATION** will be insured or self-insured by **COLLEGE STATION** and **TAMU** will have no liability or responsibility for loss or destruction. **COLLEGE STATION** will provide insurance for liability arising from the use or operation of the ARFF vehicle (identified in Exhibit B) by **COLLEGE STATION** employees or agents.

7.2. **TAMU** agrees all property owned by **TAMU** will be insured or self-insured by **TAMU** and **COLLEGE STATION** will have no liability or responsibility for loss or destruction.

SECTION VIII. COMMAND AND CONTROL

8.1 **COLLEGE STATION** and **TAMU** agree day to day operational control of the Fire Station is assigned to the College Station Fire Department Lieutenant in charge of the Structural Paramedic Engine Company and/or Emergency Operations, as appropriate. Such control will extend to all Fire Station personnel to include ARFF personnel for the express purpose of establishing daily routines and duties in the Fire Station. Direct control, to include but not limited to discipline and dismissal, of **COLLEGE STATION** personnel is retained by **COLLEGE STATION**.

8.2. Day to Day housekeeping functions will be performed by station personnel, including ARFF personnel, under the direction of the Station Lieutenant.

8.3. **TAMU** shall provide an Airport Liaison to ensure that the Fire Station facility, equipment and operations are in compliance with FAA guidelines and Easterwood Airport rules, regulations and/or guidelines. The liaison shall be responsible for reporting any noncompliance with such rules, regulations and/or guidelines to the **COLLEGE STATION** Fire Chief and the **TAMU** Director of Aviation. The liaison shall also facilitate communications and coordinate joint actions as contemplated by this Agreement.

8.4. The **TAMU** Director of Aviation and **COLLEGE STATION** Fire Chief shall endeavor to promulgate procedures that may be jointly adopted by each of them for the operation, maintenance and administration of the Fire Station. Any procedures so adopted shall conform to the Emergency plan which shall control in the event of any inconsistent provisions. No procedures so adopted shall in any manner change, modify or amend this Agreement. In the event of an irreconcilable difference of opinion by and between **TAMU** and **COLLEGE STATION** regarding the wording of, or subsequent interpretation, of a procedure, the matter will be presented to the Vice President for Administration for resolution.

8.5. **TAMU** and **COLLEGE STATION** agree to establish a Unified Command System as outlined in the Emergency Plan during any emergency response, drill, or exercise conducted at Easterwood Airport.

8.6. **COLLEGE STATION** shall provide Incident Command for any Emergency Alert that occurs at Easterwood Airport.

8.7. **TAMU** shall provide Command and Control of Easterwood Airport facilities and runways during any emergency at Easterwood Airport.

SECTION IX. TRAINING

9.1. **COLLEGE STATION** agrees to train personnel provided by **COLLEGE STATION** in accordance with FAA and Texas Fire Commission standards.

9.2 **COLLEGE STATION** and **TAMU** agree that requests for use of the Airport or other **TAMU** facilities for training, excluding the Fire Station, shall be approved in writing by the **TAMU** Director of Aviation or designee whose approval will not be unreasonably withheld.

9.3 **COLLEGE STATION** will maintain and make available for inspection at the request of the FAA and/or **TAMU** the training records of all ARFF personnel in accordance with the requirements of Part 139 of the Special Federal Aviation Regulations.

9.4 **TAMU** agrees to train personnel provided by **TAMU** in accordance with FAA standards.

SECTION X. OPERATIONAL RESPONSIBILITIES

10.1. **COLLEGE STATION** will provide fire protection, EMS (Emergency Medical Services), and hazardous materials response from the Fire Station to the Texas A&M University Main Campus (mutual aid EMS), West Campus (mutual aid EMS), Northgate, and other areas in West College Station, and areas in Southwest Bryan. In addition, **COLLEGE STATION** through the Structural Paramedic Engine Company will provide mutual aid assistance to the Aircraft Rescue and Fire Fighting (ARFF) function of Easterwood Airport in accordance with the Letter of Agreement contained in the Easterwood Airport Emergency Manual as amended and maintained at the Easterwood Airport Administrative Office. See Exhibit "F" attached to and made a part of this Agreement for all purposes.

10.2. **COLLEGE STATION** agrees to staff an ARFF vehicle provided by **TAMU** three hundred sixty-five (365) days per year, twenty-four hours (24) per day.

10.3. **COLLEGE STATION** personnel shall conduct daily inspections and perform Operator's Maintenance on the ARFF vehicle(s) kept by **TAMU** at the Fire Station. Such personnel shall report observed organizational maintenance needs of such ARFF vehicle(s) to the Airport Liaison, or designee. **COLLEGE STATION** understands the usage of ARFF vehicle(s) is restricted to Easterwood Airport operations.

10.4. **COLLEGE STATION** personnel shall conduct basic inspections, maintenance and certifications per Texas Fire Commission requirements on the Fire Station's breathing air system.

10.5. **TAMU** shall perform necessary organizational maintenance on ARFF vehicles to include replacement when necessary. **TAMU** acknowledges it is responsible for maintaining the ARFF vehicle(s) in conformance with FAA standards. Compliance with this requirement is the sole responsibility of the **TAMU** Director of Aviation.

10.6. **TAMU** shall replace the components of the breathing air system located in the Fire Station as required to meet Texas Fire Commission regulations.

10.7. **TAMU** shall remain solely responsible for making any and all environmental reports required by law concerning any operation, activity, or incident occurring on **TAMU** owned property.

SECTION XI. JOINT-USE OPERATIONAL EXPENSE

11.1 **COLLEGE STATION** expressly agrees to pay **TAMU** 80% of the cost of operations and maintenance within thirty (30) calendar days without set off upon written notification from **TAMU**.

11.2 The cost of any repairs, replacement or the addition of new equipment listed in Exhibit "C" will be borne 80% by **COLLEGE STATION** and 20% by **TAMU**. Building repairs or replacement will be borne 40% by **TAMU** and 60% by College Station in 2009. Building repairs or replacement will be borne 50% by **TAMU** and 50% by **COLLEGE STATION** in 2010 and 2011 as listed in Exhibit "C". **COLLEGE STATION** Facilities Maintenance personnel may be used to make repairs to assure that the most cost effective repairs are made in consultation and with approval of the Director of Aviation.

11.3 **COLLEGE STATION** will pay for fire protection expenses, equipment costs and expenses, such as fuel and maintenance, which are specific to **COLLEGE STATION's** operations.

11.4 **COLLEGE STATION** agrees it is responsible for the replacement of fire fighting agents used during live training burns.

11.5 **COLLEGE STATION** shall be responsible for all expenses associated with the routine maintenance and certification costs of the Fire Station's breathing air system.

11.6 **COLLEGE STATION** shall be responsible for all expenses relating to training, personal protective equipment and other needs of its personnel.

11.7 **TAMU** shall pay **COLLEGE STATION** a base amount of one hundred and seventy six thousand, three hundred and four dollars and 75 cents (\$176,304.75) annually for 2009, 2010 and 2011. per annum for so long as this Agreement remains in effect for the purpose of providing ARFF functions at Easterwood Airport. Such payment shall be made no later than the 10th business day after the effective date of this Agreement and subsequently, not later than each anniversary date of this Agreement. The College Station portion will represent one quarter of the total cost and will be in kind for the services provided.

11.8 **TAMU** shall be responsible for the provision of and all expenses associated with organizational maintenance for the ARFF vehicle(s) as required to satisfy FAA requirements.

11.9 **TAMU** shall provide all fuel, oil, and other ARFF vehicle fluids.

11.10 **TAMU** shall provide for replacement of fire fighting agents used by

ARFF equipment during any airport emergency.

SECTION XII. COMMUNICATIONS

12.1 **COLLEGE STATION** acknowledges it is responsible for the maintenance, and ongoing expenses for a ring-down telephone from College Station dispatch. In addition, **COLLEGE STATION** will provide communication as listed in Exhibit "D" attached to and made a part of this Agreement for all purposes. The parties agree Exhibit "D" may be amended and modified by written Addendum as required.

12.2 **TAMU** will provide and pay for one ring-down circuit between the Air Traffic Control Tower and the Fire Station. In addition, **TAMU** agrees to provide communications equipment listed in Exhibit "E" attached to and made a part of this Agreement for all purposes. The parties agree Exhibit "E" may be amended and modified by written Addendum as required.

SECTION XIII. CONTRACTUAL AGREEMENT

13.1. **COLLEGE STATION** and **TAMU** expressly agree this Agreement is intended to be and should be construed as a contractual document, by and between **TAMU** and **COLLEGE STATION**. The covenants and agreements contained in this Agreement remain in full force and effect and will not be merged or extinguished by any subsequent act of the parties except modification of any Exhibit.

SECTION XIV. SEVERABILITY

14.1 The failure of **TAMU** or **COLLEGE STATION** to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver of relinquishment of such requirements in future instances, but will continue and remain in full force and effect.

SECTION XV. SUCCESSORS AND ASSIGN

15.1 This Agreement is binding upon **COLLEGE STATION** and **TAMU**, their respective legal representatives, successors and assigns.

SECTION XVI. NOTICES

16.1 Any notices, approval, consent, or communication by one party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective parties as follows:

"TAMU": Director of Aviation
1 McKenzie Terminal Blvd., Suite 112
College Station, Texas 77845
(979) 845-5103
jhapp@tamu.edu
fax (979) 845-5168

with copy to: Assistant Vice President for Facilities
218 Administration Building
College Station, Texas 77843-1247
(979) 845-1911
jane-schneider@tamu.edu
fax (979) 845-5406

"COLLEGE STATION" Fire Chief
300 Krenek Tap Road
College Station, Texas 77842
(979) 764-3706
ralley@cstx.gov
fax (979) 764-3403

with copy to: City Manager
1101 Texas Avenue S
College Station, Texas 77842
(979) 764-3510
gbrown@cstx.gov
fax 764-3481

SECTION XVII. CIVIL LIABILITY AND INDEMNITY

17.1 **COLLEGE STATION** and **TAMU** expressly acknowledge and agree that all activities conducted by **COLLEGE STATION** at Easterwood Airport pursuant to this Agreement constitute or shall be construed as fire protection services for which **TAMU** would have been responsible for furnishing in the absence of this Agreement. **TAMU** expressly acknowledges and agrees notwithstanding any contrary provisions herein, that it is solely responsible for any civil liability that arises from furnishing of those services in accordance with and pursuant to TEXAS GOVERNMENT CODE §791.006, regardless of whether the services are provided in whole or in part by **COLLEGE STATION** under this Interlocal Agreement.

**SECTION XVIII.
STATE AGENCY**

18.1 **COLLEGE STATION** expressly acknowledges **TAMU** is an agency of the State of Texas and **TAMU** acknowledges **COLLEGE STATION** is a Texas municipality. Nothing in this Agreement will be construed as a waiver or relinquishment by **TAMU** or **COLLEGE STATION** of its right to claim such exemptions, privileges and immunities as may be provided by law.

EXECUTED by **TAMU** in duplicate originals this _____ day of _____, 2009, by a duly authorized officer.

“TAMU”

TEXAS A&M UNIVERSITY

By: _____

DR. ELSA MORENO

President and CEO

RECOMMENDED APPROVAL:

CHARLES A. SIPPAL, SR.

Vice President for Facilities

APPROVED AS TO FORM ONLY:

Senior Staff Attorney

Office of General Counsel

The Texas A&M University System

EXECUTED by **COLLEGE STATION** in duplicate originals this _____ day of _____, 2009, by a duly authorized officer.

CITY OF COLLEGE STATION

BY: _____

Ben White, Mayor

Date: _____

ATTEST:

Connie Hooks, City Secretary

Date: _____

APPROVED:

Glenn Brown, City Manager

Date: _____

City Attorney, Harvey Cargill

Date: _____

Jeff Kersten, Chief Financial Officer

Date: _____

EXHIBIT "A"
MISCELLANEOUS EQUIPMENT PROVIDED BY
COLLEGE STATION

1. One mobile VHF radio
2. One portable VHF radio
3. Uniforms for personnel
4. Protective clothing (3 sets)
5. Three pagers
6. Aluminized protective clothing (6 sets)

EXHIBIT "B"
MISCELLANEOUS EQUIPMENT/PERSONNEL
PROVIDED BY
EASTERWOOD AIRPORT

1. One ARFF vehicle and all associated equipment
2. One personnel to function as liaison between College Station Fire Department and Easterwood Airport staff.

EXHIBIT "C"
EQUIPMENT

(Replacement/Repairs - 80% COLLEGE STATION /20% TAMU)

1. Wall mounted metal shelving with firefighting gear accessories (firefighting gear venting) (24 unites)
2. Projection Screen , Manual, above ceiling
3. TV mounting brackets, wall hung (TV not in contract)
4. Dishwasher, under counter
5. Beds (8 each) plus other bedroom furnishings
6. Dining room furnishings
7. Lounge/Dayroom furnishings (Television, VCR, VCR Tape Cabinet, Couch, Lounge Chairs, Lamps, End Tables)
8. Microwave-HD
9. Fitness room equipment
10. Carousel with remote projector, plus slide trays
11. Chairs for Training Room
12. Tables for Training Room
13. Cooking range (heavy duty residential/oven)
14. Refrigerator/freezer and ice maker
15. Overhead projector
16. First-aid equipment
17. Washer (heavy duty industrial)
18. Dryer

BUILDING

(Replacement/Repairs - 40% TAMU/60% COLLEGE STATION in 2009)
50% TAMU / 50% COLLEGE STATION in 2010 & 2011

1. Roof
2. Walls to include all structural support columns
3. Doors (interior and exterior to include bay doors)
4. Electrical wiring and equipment to include Emergency Generator.
5. Plumbing piping and equipment to include Hot Water heater
6. Heating, Air Conditioning and Ventilation Equipment and Ductwork
7. Painting
8. Carpet/flooring
9. Ceiling tiles
10. Windows
11. Concrete/Asphalt work to include foundation, bays and front and rear driveways.

Special note: COLLEGE STATION will be responsible for 100% of Personal Protective Equipment to include all Self Contained Breathing Apparatus.

EXHIBIT "D"
COMMUNICATION EQUIPMENT
PROVIDED BY
COLLEGE STATION

1. One (1) vehicle, 800 mh2 base corn radio — for ARFF vehicle
2. Computers
3. Radio Base Station
4. Radio antennae
5. UPS Backup Power Supply
6. Alerting Equipment
7. Radio battery charging banks
8. Telephone
9. Fax machine
10. Ring down telephone from city dispatch
11. Fixed communications tower.

EXHIBIT "E"
COMMUNICATION EQUIPMENT
PROVIDED BY
EASTERWOOD AIRPORT

1. Direct telephone line from air traffic control tower to ARFF station
2. Two hand-held or vehicle mounted VHF radios – tower frequency for CSFD vehicles (if two vehicles are permanently assigned).
3. Two truck-mounted VHF radios in Easterwood Airport ARFF vehicles.

EXHIBIT "F"
EASTERWOOD AIRPORT
EMERGENCY OPERATIONS PLAN
LETTER OF AGREEMENT

EASTERWOOD AIRPORT EMERGENCY OPERATIONS PLAN
LETTER OF AGREEMENT

PURPOSE: This document constitutes the emergency operations plan of Easterwood Airport and will outline prescribed procedures, to the extent practical, to be used in the event of an aircraft accident, emergency, or potential emergency on the Airport. *In* addition to fulfilling the requirements of 14 CFR Part 139.325, Airport Emergency Plan, this document also serves as a functional area annex to Texas A&M University's Emergency Plan.

The plan establishes the operational organization and assignment of responsibilities for aircraft accidents/incidents and other airport emergencies. All emergency conditions cannot be anticipated. If an emergency arises that is not covered by this plan, the Director of Aviation has the authority to modify the plan, as required.

This plan will be provided to all agencies listed below, and revisions will be made as required. Aircraft accidents occurring off Airport property will be the responsibility of the agency(s) having jurisdiction.

- _____ Director of Aviation Easterwood Airport

- _____ Tower Chief Easterwood Air Traffic Control Tower

- _____ Director of Security Texas A&M University

- _____ Director, Environmental Health and Safety

- _____ Hospital Representative St. Joseph Regional Health Center

- _____ Hospital Representative College Station Medical Center

_____ Fire Chief College Station Fire Department

_____ Fire Chief Bryan Fire Department

_____ Police Chief College Station Police Department

_____ Police Chief Bryan Police Department

_____ Emergency Management Coordinator Brazos County

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE INTERLOCAL AGREEMENT WITH TEXAS A&M UNIVERSITY FOR PROVIDING FIRE PROTECTION TO EASTERWOOD AIRPORT.

WHEREAS, Texas A&M University owns and operates Easterwood Airport and is required by the Federal Aviation Administration to provide Fire Protection for the Airport facilities and the Aircraft at Easterwood Airport; and

WHEREAS, the City of College Station currently provides Fire Protection to Easterwood Airport primarily from Fire Station # 4 on George Bush Drive through an Interlocal Agreement which has been updated and is scheduled to be in effect for a period ending on January 31, 2012; and

WHEREAS, the intent of this Interlocal Agreement is to continue to provide Fire Protection to Easterwood Airport facilities and the Aircraft by the City of College Station ; and now, therefore,

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

PART 1: That the City Council hereby approves the Interlocal Agreement with Texas A&M University for providing Fire Protection to Easterwood Airport Facilities and the Aircraft at Easterwood Airport.

PART 2: That the City Council hereby accepts payment from Easterwood Airport in the amount of \$176,304.75 on an annual basis each year for 2009, 2010 and 2011 for providing Fire Protection to Easterwood Airport.

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

ADOPTED this _____ day of _____, A.D. 2009.

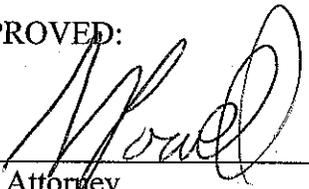
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

BEN WHITE, Mayor

APPROVED:



City Attorney

May 28, 2009
Regular Agenda Item No. 1
Park Place Parking Removal

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public Hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," to remove parking on both sides of Park Place between Anderson St. and Texas Ave.

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

Summary: Since January 2006, the City has received 35 complaints regarding parking issues along Park Place. In the Fall of 2008 the Traffic Management Team met to discuss this issue. The Traffic Management Team decided to recommend the removal of parking on one side of Park Place from Anderson Street to Texas Avenue based on the need to ensure emergency vehicle access along the roadway.

A request to rezone 3.198 acres from R-1 Single Family Residential and R-6 High Density was heard and approved by the Planning and Zoning Commission on February 19, 2009 and by the City Council on March 12, 2009. The location of the subject tracts were along Park Place between Anderson St and Texas Ave and would be accessed through the cul de sac roadway built by the developer. In those discussions both the Planning and Zoning Commission and the City Council directed staff to look into the parking issue along Park Place.

On May 12th City staff met with the property owners along Park Place to get feed-back and consensus regarding the parking issues along Park Place. A letter inviting all of the adjacent property owners along Park Place between Anderson St and Texas Ave was sent out on April 29, 2009; six people out of 57 attended the meeting. In that meeting staff presented a short history of the complaints and the recent zoning request. A representative from Planning and Development Services, Public Works and the Fire Department were there to facilitate and answer questions from the stakeholders. At the end of the meeting the stakeholders were asked to vote, three voted to remove parking completely and two voted to remove parking on one side of the street. No one voted to keep parking on the street. In addition at the meeting stakeholders presented a petition signed by 10 residents along the 1600 block of Park Place requesting that parking be removed from both sides of the street.

This item will amend Chapter 10, "Traffic Code," by removing parking on Park Place between Anderson St. and Texas Ave. Additionally, it addresses the safety concerns city staff has regarding access along the street and meets the desire expressed by several of the property owners.

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

Attachments:

1. Ordinance
2. Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 4E "NO PARKING" TO INCLUDE PROHIBITING ON-STREET PARKING ALONG BOTH SIDES OF PARK PLACE BETWEEN TEXAS AVENUE AND ANDERSON STREET; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

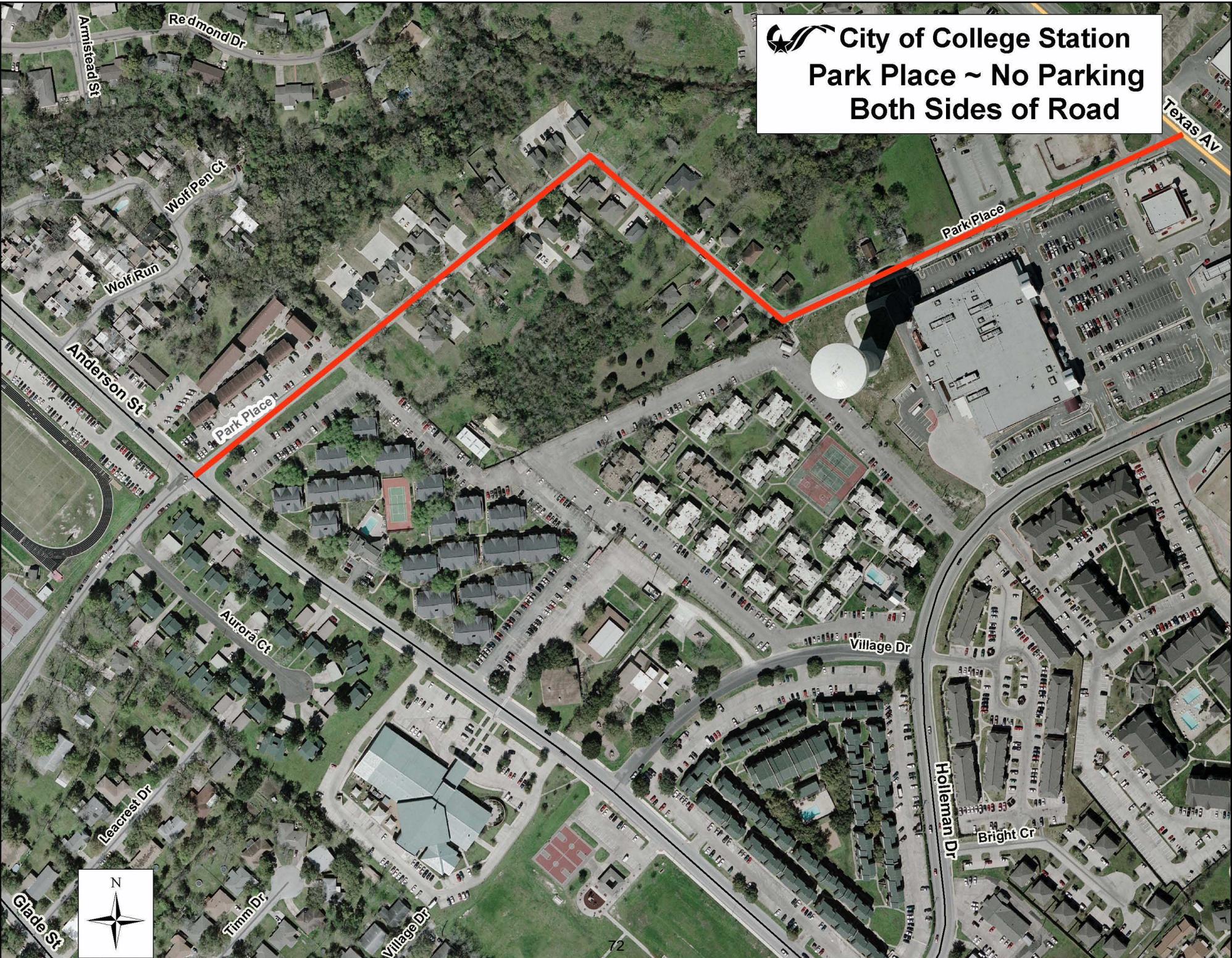
City Attorney

EXHIBIT "A"

That the Traffic Control Device Inventory - Schedule XII as referenced in Chapter 10, "Traffic Code", Section 4, "Administrative Adjudication of Parking Violations," Sub-section E is hereby amended to include the following:

"Park Place – NO PARKING on both sides of Park Place between Texas Avenue and Anderson Street."

 **City of College Station**
Park Place ~ No Parking
Both Sides of Road



May 28, 2009
Regular Agenda Item No. 2
City of College Station Comprehensive Plan Adoption

To: Glenn Brown, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding an ordinance repealing the official City of College Station Comprehensive Plan (Adopted by Ordinance No. 2617) and adopting a new Comprehensive Plan and all previous and subsequent plans as applicable, as the "Official City of College Station Comprehensive Plan".

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of the Comprehensive Plan. Staff also recommended approval.

Summary: The Comprehensive Plan update process began on August 7, 2006, when the City Council approved a contract with Kendig Keast Collaborative to complete the Plan update. As a part of the process, the Comprehensive Plan Advisory Committee (CPAC) was formed to provide information, insight, and feedback to the consulting team and City staff. Over the past two and a half years, the CPAC has dedicated their time to creating a vision and direction for the City.

The Plan update was a two phased process – the first being the public input intensive phase and the second, the creation of the Plan document. During the first phase of the update, the City held 13 focus group meetings and the Citizens Congress, a community-wide planning meeting, as opportunities for residents to provide input in to the process. As a follow-up to those meetings, a City-wide survey was conducted in early January 2007. Based on the information gathered during the public input phase, a vision for the future of College Station was formed and goals and strategies were created.

Over the past several months, the Planning & Zoning Commission and City Council have held several work sessions to finalize the Comprehensive Plan document. On April 15, 2009, the Comprehensive Plan Advisory Committee met in joint workshop with the City Council and the Planning & Zoning Commission and agreed that the Comprehensive Plan was ready to proceed to public hearing.

Budget & Financial Summary: N/A

Attachments:

- A. Comprehensive Plan (on file in the City Secretary's Office)
- B. Ordinance

ORDINANCE NO. _____

AN ORDINANCE REPEALING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN (ADOPTED BY ORDINANCE NO. 2617) AND ADOPTING A NEW COMPREHENSIVE PLAN AND ALL PREVIOUS AND SUBSEQUENT PLANS AS APPLICABLE, AS THE “OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN,” AS SET OUT BELOW, AND PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That the Official City of College Station Comprehensive Plan (adopted by Ordinance No. 2617) is hereby repealed and a new Comprehensive Plan is hereby adopted as the “Official City of College Station Comprehensive Plan” as set out in Exhibit “A” attached hereto and made a part of this ordinance for all purposes.

PART 2: That the Official City of College Station Comprehensive Plan (Comprehensive Plan) includes all plans, studies and amendments as set out in Exhibit “A” attached hereto and made a part of this ordinance for all purposes.

PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 4: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 28th day of May, 2009.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

EXHIBIT "A"

The City of College Station's official Comprehensive Plan consists of the following documents that have been previously adopted by resolution and / or ordinance; all other documents previously adopted as a part of the Comprehensive Plan are superseded by the adoption of this Comprehensive Plan:

- § The Northgate Redevelopment Plan dated November 1996
- § The Revised Wolf Pen Creek Master Plan dated 1998
- § A Network of Greenways for College Station dated May 1999
- § Bikeway and Pedestrian Master Plan dated October 2002
- § Northgate Redevelopment Implementation Plan dated July 2003
- § East College Station Transportation Study dated December 2007
- § Parks, Recreation and Open Space Master Plan dated May 2005
- § Park Land Dedication Neighborhood Park Zones Map dated January 2009
- § Park Land Dedication Community Park Zones Map dated April 2009

Any subsequent plans and studies amending the Comprehensive Plan shall be adopted by ordinance and incorporated as part of the Official City of College Station Comprehensive Plan.

The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction (ETJ). The Comprehensive Plan depicts generalized locations of items such as proposed future land uses and thoroughfares that are subject to modification.

The Comprehensive Plan, in particular the Future Land Use and Character Map, and any adopted amendments thereto, shall not be nor be considered to be a zoning map; shall not constitute zoning regulations or establish zoning boundaries; and shall not be site or parcel specific, but shall be used to illustrate generalized locations.

The Comprehensive Plan, in particular the Thoroughfare Plan map, and any adopted amendments thereto, shall depict generalized locations of future thoroughfares, subject to modification. Alignments within 1,000 feet of the alignments shown will not require a Thoroughfare Plan amendment

May 28, 2009
Regular Agenda Item 3
Red Light Camera Contract Extension

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on consideration of an amendment to the city's contract with American Traffic Solutions (ATS) to extend the contract until May 27, 2014, or up to 20 years as directed by Council.

Recommendation(s): Staff recommends approval of the contract amendment as presented.

Summary: This item is to provide information to the City Council regarding proposed legislation to restrict and end red light camera programs in Texas, present what other Texas cities are doing in response to the proposed legislation, and seek direction as to the appropriate response from the City of College Station.

In May 2009, the House of Representatives passed HB 300, which is the Texas Department of Transportation Sunset bill and included an amendment to restrict and end red light camera programs in Texas. The amendment:

- Gives control of all red light cameras in Texas to TxDOT
- Allows existing systems to continue operating until contract expires
- Requires cities to add one second of yellow time to the monitored signals
- Prohibits the addition of camera systems after June 1, 2009
- Prohibits cities from extending, renewing, or executing a new contract for red light camera systems after June 1, 2009.

The Senate committee that reviewed this bill did not attach a similar amendment and after the bill passes the Senate, a conference committee will be appointed to resolve the differences between the two versions before being sent back to both the House of Representatives and the Senate for approval.

Due to this proposed legislation, other cities in Texas are extending their contracts with ATS and they include: Arlington - 25 years; Irving - 15 years; Fort Worth - 15 years; Baytown - 20 years; Cedar Hill - 5+ years; and Balcones Heights - 15 years.

If the amendment becomes law, the College Station CARES program will be required to stop operating February 18, 2013, when the contract with ATS expires. The proposed contract amendment will extend the existing contract until May 27, 2014, allowing an addition of almost 1½ years of operation.

A Red Light Camera Citizen Advisory Committee recommendation will be presented to the City Council at the May 28, 2009 meeting.

Budget & Financial Summary: All costs associated with the CARES program are covered through the program, and any revenue realized is split equally with the State of Texas. The state's portion goes to a regional trauma account for the hospitals in our region and the city's portion is restricted for transportation safety projects such as signal warrant studies, new LED signalheads, and intersection battery back-up systems.

Attachments:

1. Contract Amendment

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION AND
AMERICAN TRAFFIC SOLUTIONS, INC. FOR
PHOTOGRAPHIC TRAFFIC SIGNAL ENFORCEMENT
SYSTEM SERVICES**

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This First Amendment is made by and between the City of College Station, Texas (the "CITY") and American Traffic Solutions, Inc. ("ATS") to amend the Agreement between the CITY and ATS for Photographic Traffic Signal Enforcement System Services, effective October 25, 2007 (the "First Amendment"). This First Amendment shall be effective on the date hereinafter last specified.

WITNESSETH:

WHEREAS, the CITY and ATS entered into an Agreement for Photographic Traffic Signal Enforcement System Services on October 25, 2007 (the "Agreement") for a term not to exceed five (5) years from the installation of the first red light camera system or six (6) months from the effective date of the Agreement, whichever occurred first; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional mutually agreeable time;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Agreement.

2. Amendments.

Paragraph 4.01 of Section 4. "Term" of the Agreement is hereby replaced with the following paragraph:

4.01 The effective date of this Contract shall be October 25, 2007, and shall continue until May 27, 2014, unless terminated in accordance with the provisions of the Contract. The Contractor shall have the right to seek City approval to extend the term of this Agreement for two renewal periods of two (2) years each subject to the City Council's sole discretion. Contractor must give notice to the City Manager of the desire to extend for any two (2) year renewal period by providing written notice to City not less than three (3) months prior to the last day of the initial term or the renewal term, as the case may be.

3. Entire Agreement. The provisions of this First Amendment and the provisions of the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control. Nothing contained in this First Amendment shall be construed in any way to limit or to waive the City's sovereign immunity.

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and

effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment, this ___ day of _____, 2009.

ATTEST/SEAL

CITY OF COLLEGE STATION, TEXAS
Signed by:

By: _____
City Secretary

By: _____
Mayor

APPROVED:

By: _____
City Manager

By: Carla A. Robinson
City Attorney

By: _____
Chief Financial Officer

AMERICAN TRAFFIC SOLUTIONS, INC.

By: [Signature]
ADAME E. TUFON,
Executive Vice President