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Mayor

Nancy Berry

Mayor Pro Tem

Dave Ruesink

City Manager

David Neeley

Council members

Blanche Brick

Jess Fields

Karl Mooney

Katy-Marie Lyles

Julie M. Schultz

Agenda
College Station City Council
Regular Meeting
Thursday, September 08, 2011 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.

Presentation:

Proclamation for September 11th Moment of Remembrance

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 5:30 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. Comments should not personally attack other speakers, Council or staff.

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:

- August 25, 2011 Workshop and Regular Council Meeting

b. Presentation, possible action, and discussion on an ordinance amending Sections 5 and 6 of Ordinance No. 2011-3361, ordering a Special Election to be held on November 8, 2011 for the purpose of submitting proposed amendments to the City Charter to the voters; establishing early voting locations and polling places

for this election; and making provisions for conducting the election. Presentación, posible acción, y discusión de una ordenanza enmendando las secciones 5 y 6 de la ordenanza no. 2011-3361, ordenando elecciones especiales a celebrarse el 8 de noviembre de 2011 con el propósito de presentarle a los votantes las enmiendas propuestas a los estatutos de la ciudad; estableciendo centros de votaciones tempranas y centros de votaciones para estas elecciones; y hacer todos los arreglos necesarios para llevar a cabo las elecciones.

c. Presentation, possible action and discussion on resolution approving an interlocal government agreement with Brazos County for the conduct and management of the City of College Station Special Election and the approval of the Notice of Special Election that will be held on Tuesday, November 8, 2011. Presentación, posible acción y discusión acerca de la aprobación de la resolución autorizando un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Especiales de la Ciudad de College Station y aprobar la Notificación de Elecciones Especiales a celebrarse el martes 8 de noviembre de 2011.

d. Presentation, possible action, and discussion regarding a resolution selecting a professional contractor, approving a professional services contract with Half Associates, Inc. and authorizing the expenditure of funds for the Lick Creek Hike and Bike project in the amount not to exceed \$64,365.00.

e. Presentation, possible action and discussion regarding the approval of a resolution accepting from the Texas Division of Emergency Management (TDEM) the 2009 Homeland Security Grant Program Grant Adjustment Notice (GAN) of \$82,000, naming a City staff member as manager of those grant funds.

f. Presentation, possible action, and discussion regarding a recommendation to name the new Skate Park at Southwood Athletic Park in College Station.

g. Presentation, possible action, and discussion regarding ratification of Change Order #2, in the amount of \$57,734.01 to Contract No. 11-001 with Fuqua Construction Company, Inc. related to construction of the 2005 Bike Loop Phase II Project.

h. Presentation, possible action, and discussion on the FY 2011-2012 BVSWMA, Inc. Proposed Budget and 2011 Annual Business Plan.

i. Presentation, possible action, and discussion rejecting invitation to bid 11-73 for the construction of the FM 2818 – Villa Maria Transmission Line Adjustment.

j. Presentation, possible action, and discussion renewing Contract No. 09-189 (RFP No. 09-62) for Janitorial Services for all City offices for an annual expenditure of \$199,142.44 and Deduction Change Order No. 2 in the amount of \$32,000 for a modified annual expenditure of \$167,142.44.

k. Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Plano.

l. Presentation, possible action and discussion on a contract renewal for year 3 to provide ambulance billing services with Emergicon in an amount not to exceed \$85,000.

m. Presentation, possible action and discussion on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract. Based on the attached contract unit pricing, the estimated annual expenditure for water meters is: \$382,978.41.

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 the City of College Station 2011-2012 Proposed Budget.
2. 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, September 08, 2011 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 2nd day of September, 2011 at 5:00 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 September 2, 2011 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Thursday, September 8, 2011

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 _____, 2011 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2011.

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.

Septemer 8, 2011
City Council Consent Agenda Item No. 2a
City Council Minutes

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for:

- August 25, 2011 Workshop and Regular Council Meeting

Attachments:

- August 25, 2011 Workshop and Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
AUGUST 25, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Assistant City Manager
Frank Simpson, Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:10 p.m. on Thursday, August 25, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Presentation, possible action, and discussion on items listed on the consent agenda.

Mayor Berry noted that items 2c, 2h, and 2i have been removed from the Consent Agenda by staff and will not be acted upon.

Council asked for items 2b, 2e, and 2l to be pulled for discussion.

2b: Chief Capps reported this removes jitneys from the exemptions, and jitneys will be required to follow the same regulations as taxis.

2e: Chuck Gilman, Director of Public Works, stated this has always been a separate contract for body work related to minor damage.

2l: Jeff Kersten, Chief Financial Officer, reported that the RFP process broke the services out to provide more cost effectiveness for copying and printing services.

2. Presentation, possible action, and discussion regarding a Landfill Gas Purchase Agreement with the Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA) in partnership with the City of Bryan.

David Massey, Director of Electric Utilities, reported this is a three-party agreement. Bryan and College Station are the buyers and BVSWMA is the seller. This agreement has already been approved by Bryan and BVSWMA. Bryan and College Station will be responsible to get their permits. Emission credits will be shared 50-50 between the buyers and sellers. Buyers will pay for and construct the generation plant. This is a 25-year agreement, and all gas should be used by that time. There is a minimum quality of gas required for which buyers will pay. Buyers may improve collection systems. There is no limit on how long it will take to design and build. The target cost of electricity is 6-7cents per kilowatt hour. The cost of generating units could be a deal breaker. Bryan and College Station will share an output of 1.4 megawatts each. He reiterated that the contract is for 25 years, and the gas should last approximately 20 years. The engineering/procurement contract is with Ameresco. We will need to execute an ILA with Bryan for maintenance and operations.

3. Presentation, possible action, and discussion on the FY 2011-2012 Proposed Budget.

Jeff Kersten, Chief Finance Officer, provided a budget review that summarized many of the areas of discussion from the budget workshops. Some of the revisions directed by Council included:

- Move \$100,000 of funding for the Arts Council Affiliates from the General Fund to the Hotel Tax Fund.
- \$35,000 is proposed to be added to the General Fund for costs associated with the Special Election in November.

The following areas will require additional review and direction by the Council:

- Research Valley Partnership Funding
- Hotel Occupancy Tax Funding Allocation

Proposed fiscal and budgetary policy changes include electric transfer policy and revenue recovery percentage for user fee programs.

Council requested information on several items during the budget workshops, and that information was delivered to the Council in a separate packet. This information was for:

- Council Office budget detail
- Lion's Club July 4th celebration
- Keep Brazos Beautiful budget detail
- Total Arts Council of Brazos Valley funding comparison.

Public Hearings are scheduled for September 8, and the budget and tax rate adoption is scheduled for September 22. He reminded Council that at the August 18 budget workshop, the Council discussed the tax rate and provided direction that there was no desire to consider a tax rate above the effective tax rate, which would require additional public hearings.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to reduce the Council budget by \$14,000 to specifically exclude professional services and attendance and travel at TML and NLC, and amended to exclude these line items for one year only. The motion carried unanimously.

During the general budget discussion, Council requested clarification from staff on the half-time position related to the Heritage programs and Keep Brazos Beautiful.

4. Presentation, possible action, and discussion regarding Northgate District Operations, including the parking garage, other parking assets, and the Northgate Parking Enterprise Fund.

Bob Cowell, Director of Planning and Development Services, reviewed the enterprise parking fund performance and discussed the management of the Northgate assets. The City's role is to spur development in the district. It also facilitates responsible land use planning and fosters mutually beneficial partnerships with Northgate stakeholders. The garage provides reasonable access to affordable parking in a high density area. It encourages alternative public parking practices and preserves the quality of life in the community. Mr. Cowell provided a brief overview of the rate structure and touched on the rate changes based on the Memorandum of Understanding. Service enhancements were made in the spring, including realignment of the contract dates/terms, continuing an ongoing advertising campaign, and implementation of an online purchase system. They have also implemented pre-paid "zip pass" sales at the garage. Surface lot transactions have remained unchanged. Street meters have experienced a slight increase due to their convenience. Rates have changed too often to establish a reliable trend analysis. The usage trend has not changed significantly. The advertising campaign has been a success as new garage contracts have significantly increased. The most significant change was with the non-parking operations. Non-parking related costs account for 36% of the total operations expense. There are some capital needs in the area: garage repairs, security and operational enhancements, equipment replacement, and surface lot rehabilitation. He summarized the parking fund to state the revenues are meeting non-debt expenditures. The non-parking revenues need to service non-parking district operations. The fund should begin to normalize in FY12 with debt service costs decreasing by FY18.

Staff recommendations are:

- Defer discussions of privatization until asset improvements have been made and cash flow reporting is consistent.
- Develop multi-year CIP for assets.
- Explore with NDA other stakeholders the potential to manage district as an Improvements District.
- Explore options other than the General Fund to cover non-parking district expenditures.
- Maintain garage and surface lot rates.

- Make all street meters free between 5pm – 7am, except on game days when rates will be at regular level.

Benchmarks should be established and monitored on a regular basis.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to accept staff's recommendations as presented. The motion carried unanimously.

5. Presentation, possible action, and discussion regarding the Convention and Visitors Bureau Audit Report.

Ty Elliot, Internal Auditor, presented the CVB Audit. He provided a quick overview of the HOT fund. There is \$4.8 million in reserve. 52% of the HOT fund goes to the CVB. The City of College Station funds 78% of their operations. There were two audit objectives: does the CVB fulfill their contractual obligation by submitting performance and financial reports in a timely manner; and are there adequate controls to prevent fraud, wasteful spending, and monetary abuse. Performance measures included such things as the number of events booked, definite number of room nights, total event attendees, and total estimated spending. In FY10, the total estimated spending was \$29 million. The methodology used to estimate spending has some weaknesses. The methodology difference was the CVB used attendees and days. There was non-statistical sampling, and they made population inferences. There was selection bias; they chose non-representational events. There was a lack of consultant independence; the CVB controlled the scope of the work. \$29 million was for total direct impact spending, but the events the CVB actually directly impacted showed a maximum of \$7 million and a minimum of \$4 million. The Return-on-Investment from FY10 showed that for every dollar given to the CVB, the City got back \$0.16. The possible Return-on-Investment for HOT dollars was \$0.24. There were also some financial control deficiencies: inadequate separation of duties and management oversight; HOT fund expenditures on alcohol, gifts, entertainment, and parties; insufficient documentation of purchases; and inadequate check control processes.

Some staff recommendations were:

- The CVB should not use City HOT funds to hire consultants for the purpose of influencing City policy decisions.
- The CVB should update their performance measures and increase their efforts to collect reliable and accurate data.
- Management should develop more comprehensive written policies and procedures.
- Employees should be required to submit adequate documentation of purchases and expenses.

MOTION: Upon a motion made by Councilmember Fields and a second by Mayor Berry, the City Council voted seven (7) for and none (0) opposed, to accept the Audit report. The motion carried unanimously.

6. Council Calendar

- September 3 Skate Park Grand Opening at 1520 Rock Prairie Road, 5:00 p.m.
- September 5 City Offices Closed - HOLIDAY
- September 8 City Council Workshop and Regular Meeting 3:00 p.m. & 7:00 p.m.

Council reviewed the Council calendar.

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.

Councilmember Lyles said she would like to discuss a funding policy that any time the City contributes over \$100,000 then the funds must be audited. It was decided that this could be addressed in the Audit Committee Plan of Work.

Councilmember Fields requested an item to discuss the Chimney Hill property and what it would take for the City to divest itself of the property.

8 Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Mayor's Development Forum, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Zoning Board of Adjustments.

There were no updates.

9. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 5:34 p.m. on Thursday, August 25, 2011 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- City of Bryan’s application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- Clancey v. College Station, Glenn Brown and Kathy Merrill, Civil Action No. 09-CV-01480
- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, cause No. 09-000656-CV361
- Chavers et al v. Tyrone Morrow et al, No. 10-20792; Chavers v. Randall Hall et al, Case No. 10 CV-3922
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023
- Woodruff v. College Station, Cause No. 10-000515-CV-272
- Ongoing criminal investigation of municipal court missing funds

B. Consultation with Attorney to seek legal advice; to wit:

- Legal issues regarding possible revenue sharing and legislation in bio-corridor
-

C. Deliberation Regarding Personnel; to wit:

- City Manager

The Executive Session adjourned at 6:57 p.m. on Thursday, August 25, 2011.

No action was required from Executive Session.

8. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 8:04 p.m. on Thursday, August 25, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
AUGUST 25, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neely, City Manager
Kathy Merrill, Assistant City Manager
Frank Simpson, Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 8:04 p.m. on Thursday, August 25, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Pledge of Allegiance, Invocation, consider absence request.

Mayor Berry announced it was College Colors Day,

Citizen Comments

Tina Hanna, 1707 Serval Lane, stated she has been a volunteer in the Project Hold office since January 2010. In that time, she has scanned and digitized 35,910 pages. This year they also have three interns to assist with exhibits, research, and scanning. The program is about

education, tourism, and fun. The City Museum is a great place to learn about the City, and Project Hold is a place where people can search anytime 24/7. She has heard this program can be done with volunteers. However, this program requires and deserves a full-time supervisor.

Susan Irza, 605 Summerglen, Chair of the Historic Preservation Committee, stated that while other boards and commissions were told in advance of their dissolution, they were not. They had to see online that the supervisor was cut in half and to be moved to another facility away from the exhibits. They were told that only the personnel was cut in half, not the program. She asked how can a full time program work without a full time director. Volunteers will not develop new programs to help new people to the community. They were told the Council does not deal with personnel matters. This is a smokescreen to obscure the fundamental question of whether we will have a heritage program. The program is highly valued by the people in the community and is recognized at state and national levels. Why is this being cut just at the celebration of 75 years? She asked the Council to please keep the program coordinator a full time position and to make the statement that College Station values its heritage and heritage program.

Jerry Cooper, 602 Bell, spoke about maintaining the full time position of the heritage program. He stated he has the solution to this problem and other budget issues such as road repair and public safety. He stated the Council is proposing to lower the tax rate by one cent. This will put \$15 back into the pocket of taxpayers, but will cost the City \$500,000 in property taxes. He asked Council to direct staff to schedule to budget hearings to keep the tax rate exactly the same as it is now.

Linda Harvell, 504 Guernsey, stated she is a member of the Historical Preservation Committee and the chair for the 75th anniversary celebration. She has concerns about cutting the Heritage Coordinator position in half. She was told there would be no modifications to the programs, including the history lunch series; the only cut is program staff. No one has told the HPC how this can be done. They have questions but have received no answers. If the coordinator position is cut half time, who will answer those questions on the City's history? What about people that want to donate to Project Hope? Where are they going to store those treasures, and where will they be displayed? She understands that tough decisions must be made in the budget process, but the information online states that it is imperative we retain the best and most highly qualified staff; that is your coordinator. She asked the Council to keep her on full time and keep the programs intact.

Libby Vastano, 2756 Cloisters Drive, said she believes a town must be fiscally responsible, but it should do all in its power to preserve all those aspects that contribute to quality of life. People want to move to College Station, and the largest group is senior citizens because of the quality of life available. This quality of life is heightened by the heritage programs. These programs have taken years to develop, and they are being constantly revised. These programs are Project Hold, Hot Rocks, lectures, history series luncheons; this is more than a full time job. With this reduction the quality of the programs will be affected. She also noted that she enjoys water aerobics, but those funds have also been cut. She asked the Council to please don't diminish this program. Why does city have to lower the tax rate by 1cent? A majority of citizens favor fiscal responsibility, but they also favor quality of life.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- **August 8, 2011 Special Meeting**
- **August 11, 2011 Workshop and Regular Council Meeting**
- **August 15, 2011 Joint Meeting with City of Bryan, Brazos County and CVB**
- **August 15, 2011 Budget Workshop**
- **August 16, 2011 Budget Workshop**
- **August 17, 2011 Budget Workshop**
- **August 18, 2011 Budget Workshop**

2b. Presentation, possible action, and discussion regarding Ordinance 2011-3362, an amendment to the existing Taxi ordinance regulating Jitneys operating within the city limits of College Station.

2c. Presentation, possible action, and discussion regarding approval of a "Resolution 08-25-11-2c, Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" for expenditures related to Wastewater Utility Capital projects.

2d. Presentation, possible action, and discussion Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02, and consideration of Resolution 08-25-11-2d to support and execute a Compliance Certification Letter to the Attorney General.

2e. Presentation, possible action, and discussion on Resolution 08-25-11-2e to award a contract to Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.00.

2f. Presentation, possible action, and discussion regarding Resolution 08-25-11-2f, approving construction contract #11-310 with Elliott Construction, LLC authorizing the expenditure of funds, in an amount not to exceed, \$667,182.82 for the construction of a lift station near the intersection of Rock Prairie Road and State Highway 6.

2g. Presentation, possible action, and discussion regarding the approval of a Landfill Gas Purchase Agreement with the Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA) in partnership with the City of Bryan.

2h. Presentation, possible action, and discussion regarding a contract for equipment upgrade of the Northgate Street Meter System in the amount of \$95,594.00.

2i. Presentation, possible action, and discussion regarding a deductive change order to the construction contract with Dudley Construction Ltd. (contract # 11-003) in the amount of \$68,115.39 for the Tauber & Stasney Street & Utility Rehabilitation Project.

2j. Presentation, possible action and discussion on Ordinance 2011-3363, amending Chapter 10 "Traffic Code", to remove parking along the east side of Tauber and Stasney Streets between University Drive and Church St., the east side of Stasney St. between

Church St. and Cherry St., the west side of Tauber between Cross St. and Cherry St. as part of the Tauber & Stasney Street and Utility Rehabilitation Project.

2k. Presentation, possible action, and discussion regarding approval of two Wireline Crossing Agreements with Union Pacific Railroad for fiber optic line relocation to support the Texas A&M grade separation project at Wellborn Rd and Old Main Dr. Permit fees for the two wireline crossings total \$6,900.00.

21. Presentation, possible action, and discussion regarding approval of estimated annual expenditures related to copying and printing services as follows: Tops Printing \$60,000; Texas Printing Co. \$35,000; Office Max \$35,000.

Staff removed Items 2h and 2i from the Consent Agenda and were not acted on. Item 2c was erroneously stated in the workshop as also being withdrawn.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less items 2h and 2i. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, possible action, and discussion on Ordinance No. 2011-3364, Budget Amendment #3 amending Ordinance Number 3290, which will amend the budget for the 2010-2011 Fiscal Year in the amount of \$7,699,757 and presentation, possible action and discussion on two contingency transfers and one interfund transfer.

At approximately 8:34 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:34 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted six (6) for and one (1) opposed, with Councilmember Mooney voting against, to adopt Ordinance No. 2011-3364, Budget Amendment #3 amending Ordinance Number 3290, amending the budget for the 2010-2011 Fiscal including two contingency transfers and one interfund transfer, with the exception of item 12 (pulled for a separate vote). The motion carried.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Ruesink, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt item 12 in the budget amendment. The motion carried.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 3011-3365, approving an increase in rates for Atmos Energy pursuant to the Rate Review Mechanism tariff approved in 2008.

At approximately 8:47 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:47 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2011-3365, approving an increase in rates for Atmos Energy pursuant to the Rate Review Mechanism tariff approved in 2008. The motion carried unanimously.

3. Presentation, possible action, and discussion on Ordinance No. 2011-3366, providing for the issuance of \$7,935,000 City of College Station, Texas Certificates of Obligation, Series 2011 and ordaining other matters relating to the subject, including immediate effectiveness.

4. Presentation, possible action and discussion on Ordinance No. 2011-3367 providing for the issuance of \$1,960,000 City of College Station, Texas General Obligation Improvement bonds, Series 2011 and ordaining other matters relating to the subject, including immediate effectiveness.

Items 3 and 4 were discussed together.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2011-3366, providing for the issuance of \$7,935,000 City of College Station, Texas Certificates of Obligation, Series 2011 and ordaining other matters relating to the subject, including immediate effectiveness. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2011-3367, providing for the issuance of \$1,960,000 City of College Station, Texas General Obligation Improvement bonds, Series 2011 and ordaining other matters relating to the subject, including immediate effectiveness. The motion carried unanimously.

5. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:09 p.m. on Thursday, August 25, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

September 8, 2011
City Council Consent Agenda Item No. 2b
Establishing Polling Locations

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion on an ordinance amending Sections 5 and 6 of Ordinance No. 2011-3361, ordering a Special Election to be held on November 8, 2011 for the purpose of submitting proposed amendments to the City Charter to the voters; establishing early voting locations and polling places for this election; and making provisions for conducting the election.

Summary: On August 11, 2011 the City Council adopted Ordinance 2011-3361 for the purposes of holding a charter amendment election on November 8, 2011. The County had not yet considered precinct lines and whether any adjustments might be necessary. Additionally, the County Clerk was still working with a couple of historically used polling locations to determine if they would be available.

At a meeting on August 22 with Mayor Berry, the County Clerk, Commissioner Mallard, and Robert Bisor with TAMU, we discussed the possible polling locations on campus. We learned that the Memorial Student Center would not be available until April 2012 due to construction. Rudder Tower was also no longer a viable polling location since it has been converted to offices.

We all agreed on the importance of maintaining an Early Voting location on campus. A combination of federal and state laws requires that all polling places in all elections held in Texas are accessible to voters who are elderly or physically disabled. Polling places must comply with the standards established under Article 9102, Revised Statutes, which include:

- The voting area must be on the ground floor (defined as the floor of the building which can be entered from the street), or accessible by an elevator with doors providing an opening of at least 36 inches.
- Doors, entrances, and exits used to enter or leave the polling place must have a minimum width of 32 inches.
- Any curb adjacent to the main entrance must have curb-cuts or temporary non-slip ramps.
- Any stairs necessary to enter or leave must have handrails on each side of the stairs and a non-slip ramp.
- The polling place may not have any barrier that impedes the path of the physically disabled; e.g. gravel, breaks in the sidewalk over ¼ inch, automatically closing doors, hanging tree limbs, etc.

Mr. Bisor, with TAMU, agreed to check on the availability of several possible on-campus locations and to report back to the County Clerk.

Financial Summary: This election could cost the County \$85, 000 to \$90,000 dollars. We will have to pay a proportionate share of the expenses, which is estimated to run \$25,000 to \$35,000.

Attachments:

- Draft ordinance

8 de septiembre de 2011
Agenda de Aprobación del Consejo de la Ciudad
Estableciendo Los Centros de Votaciones

Para: David Neeley, Gerente de la Ciudad

De: Sherry Mashburn, Secretaria de la Ciudad

Resumen de la Agenda: Presentación, posible acción, y discusión de una ordenanza enmendando las secciones 5 y 6 de la ordenanza no. 2011-3361, ordenando elecciones especiales a celebrarse el 8 de noviembre de 2011 con el propósito de presentarle a los votantes las enmiendas propuestas a los estatutos de la ciudad; estableciendo centros de votaciones tempranas y centros de votaciones para estas elecciones; y hacer todos los arreglos necesarios para llevar a cabo las elecciones.

Resumen: El 11 de agosto de 2011, el Consejo de la Ciudad adoptó la Ordenanza 2011-3361 con el propósito de celebrar elecciones de enmienda de estatutos el 8 de noviembre de 2011. El Condado aún no había considerado los límites de los distritos ni si habría la necesidad de realizar ajustes. Además, el Oficial del Condado aún estaba averiguando si varios centros de votaciones, utilizados previamente, estarían disponibles.

En una reunión realizada el 22 de agosto con el Alcalde Berry, el Oficial del Condado, El Comisionado Mallard, y el Sr. Robert Bisor representando TAMU [Universidad de Texas A&M, por sus siglas en el idioma inglés] discutimos los posibles centros de votaciones en el campus universitario. Nos enteramos de que el *Memorial Student Center* [Centro Conmemorativo Estudiantil] no estaría disponible hasta el mes de abril de 2012, debido a su respectiva construcción. *Rudder Tower* [la Torre Rudder] ya no era un centro de votaciones factible ya que había sido convertido en oficinas.

Todos los presentes estábamos de acuerdo de la importancia de mantener un centro de Votaciones Tempranas en el campus universitario. Una combinación de leyes federales y locales requiere que todos los centros de votaciones en todas las elecciones celebradas en el estado de Texas sean accesibles a los votantes incapacitados o a los ancianos. Los centros de votaciones deberán seguir los estándares establecidos bajo el Artículo 9102, Estatutos Modificados, los cuales incluyen los siguientes:

- El centro de votaciones deberá estar en el primer nivel (se define primer nivel como el piso del edificio donde se puede entrar desde la calle), o accesible por elevador con puertas que abren por lo menos 36 pulgadas.
- Las puertas, entradas, y salidas utilizadas para entrar o salir del centro de votaciones deberá tener un ancho mínimo de 32 pulgadas.
- Cualquier curva adyacente a la entrada principal deberá tener cortes de curva o rampas temporales antideslizantes.
- Si fuese necesario el uso de escaleras para entrar o salir, éstas deberán tener pasamanos de ambos lados de las escaleras y una rampa antideslizante.
- Los centros de votaciones no deberán tener barreras que impidan el paso de una persona incapacitada; es decir, camino de grava, aceras con interrupciones de más de ¼ de pulgada, puertas que cierran automáticamente, ramas de árboles, etc.

El Sr. Bisor, representando a TAMU, acordó de revisar la disponibilidad de varios centros de votaciones posibles en la universidad y de reportarle al Oficial del Condado.

Resumen Financiero: Estas elecciones podrían costarle al Condado entre \$85, 000 a \$90,000 dólares. Tendremos que pagar la proporción que nos corresponda de los gastos, el cual se estima ser entre \$25,000 a \$35,000.

Adjuntos:

- Borrador de la ordenanza

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING SECTIONS 5 AND 6 OF ORDINANCE NO. 2011-3361, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2011 FOR THE PURPOSE OF SUBMITTING PROPOSED AMENDMENTS TO THE CITY CHARTER TO THE VOTERS; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION.

WHEREAS, the City Council of the City of College Station, Texas, adopted Ordinance 2011-3361 on August 11, 2011 ordering a special election to be held on November 8, 2011 for the purpose of submitting proposed amendments to the city charter to the voters; and

WHEREAS, the polling locations for the November 8, 2011 location were unknown at the time.

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

SECTION 1. That Section 5 of Ordinance No. 2011-3361 is hereby amended to read as follows [proposed deleted text is shown with ~~strikethroughs~~ and proposed added text is underlined.]:

“SECTION 5. The polling places for each precinct for this election shall be designated for each election precinct as determined by the Brazos County Clerk, ~~to be named at a later date. This ordinance shall be amended at that time to reflect the locations of such polling places.~~ Polling places for each precinct are:

<u>City of College Station Precincts</u>	<u>Polling Places</u>
<u>8</u>	<u>Parkway Baptist Church</u> <u>1501 Southwest Pkwy</u>
<u>9</u>	<u>College Station Conference Center</u> <u>1300 George Bush Drive</u>
<u>10A, 10B</u>	<u>CS Utility Customer Service Center</u> <u>310 Krenek Tap Road</u>
<u>20</u>	
<u>21</u>	<u>St. Mary’s Catholic Church</u> <u>603 Church Street</u>
<u>24</u>	<u>John Connally Building</u> <u>301 Tarrow</u>
<u>31, 32</u>	<u>Larry J. Ringer Library</u> <u>1818 Harvey Mitchell Pkwy</u>
<u>33, 72, 74</u>	<u>Lincoln Center</u> <u>1000 Eleanor</u>

<u>34</u>	<u>CS City Hall</u> <u>1101 Texas Avenue</u>
<u>2B, 2C, 35A, 35B</u>	<u>CS ISD Admin. Bldg</u> <u>1812 Welsh</u>
<u>39</u>	<u>St. Francis Episcopal Church</u> <u>1101 Rock Prairie Road</u>
<u>40</u>	<u>Aldersgate Methodist Church</u> <u>2201 Earl Rudder Freeway South</u>
<u>41</u>	<u>Christ United Methodist Church</u> <u>4201 State Hwy 6 South</u>
<u>64</u>	<u>Mary Branch Elementary</u> <u>2040 W. Villa Maria, Bryan</u>
<u>68</u>	<u>Peach Creek Community Center</u> <u>2216 Peach Creek Road</u>
<u>80</u>	<u>Living Hope Baptist Church</u> <u>4170 State Hwy 6, South</u>

SECTION 2. That Section 6 of Ordinance No. 2011-3361 is hereby amended to read as follows [proposed deleted text is shown with ~~strikethroughs~~ and proposed added text is underlined.]:

“SECTION 6. Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the special election shall be October 24 through November 4, 2011. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the County Clerk. She shall determine the number of election workers to hired and arrange for training of all election workers. Early voting by personal appearance for the special election shall be conducted jointly at the locations and on the dates and times specified by the Brazos County Clerk, ~~to be named at a later date.~~ This ordinance shall be amended at that time to reflect the locations of such polling places. Early voting by personal appearance for the special election shall be held on the following dates and times:

Brazos County Administration Building – 200 S. Texas Ave., Bryan, Texas
Arena Hall – Tabor Road & N. Earl Rudder Frwy., Bryan, Texas
Galilee Baptist Church – 804 N. Logan, Bryan, Texas
CS Electric Training Facilities – 1603 Graham Rd

October 24 – October 28 8:00 am – 5:00 pm
Monday – Friday

October 31 – November 2 8:00 am – 5:00 pm
Monday – Wednesday

November 3 – November 4 8:00 am – 8:00 pm
Thursday – Friday

SECTION 3. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 4. That this ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of College Station this 8th day of September, 2011.

CITY OF COLLEGE STATION:

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

APPROVED AS TO FORM:

Carla Robinson, City Attorney

ORDENANZA NO. _____

UNA ORDENANZA DEL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS, ENMENDANDO LAS SECCIONES 5 Y 6 DE LA ORDENANZA NO. 2011-3361, ORDENANDO ELECCIONES ESPECIALES A CELEBRARSE EL 8 DE NOVIEMBRE DE 2011 CON EL PROPÓSITO DE PRESENTARLE A LOS VOTANTES LAS ENMIENDAS PROPUESTAS A LOS ESTATUTOS DE LA CIUDAD; ESTABLECIENDO CENTROS DE VOTACIONES TEMPRANAS Y CENTROS DE VOTACIONES PARA ESTAS ELECCIONES; Y HACER TODOS LOS ARREGLOS NECESARIOS PARA LLEVAR A CABO LAS ELECCIONES.

CONSIDERANDO, que el Consejo de la Ciudad de College Station, Texas, adoptó la Ordenanza 2011-3361 el 11 de agosto de 2011 ordenando elecciones especiales a celebrarse el 8 de noviembre de 2011 con el propósito de presentarle a los votantes las enmiendas a los estatutos de la ciudad; y

CONSIDERANDO, que los centros de votaciones para las elecciones del 8 de noviembre de 2011 no se conocían en ese momento.

QUE SE ORDENE POR EL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS:

SECCIÓN 1. Que la Sección 5 de la Ordenanza No. 2011-3361 por este medio se enmienda de la siguiente manera [el texto propuesto eliminado se indicará con ~~marcas tachadas~~ y el texto propuesto agregado estará subrayado.]:

“SECCIÓN 5. Los centros de votaciones de cada distrito para estas votaciones serán designados para cada distrito electoral como lo determina el Oficial del Condado de Brazos, ~~a ser nombrado después. Esta ordenanza será enmendada en ese momento para reflejar los centros de votaciones.~~ Los centros de votaciones para cada distrito serán los siguientes:

<u>Distritos de la Ciudad de College Station</u>	<u>Centros de Votaciones</u>
<u>8</u>	<u>Parkway Baptist Church [Iglesia Bautista Parkway] 1501 Southwest Pkwy</u>
<u>9</u>	<u>College Station Conference Center [Centro de Conferencias de CS] 1300 George Bush Drive</u>
<u>10A, 10B</u>	<u>CS Utility Customer Service Center [Centro de Servicio al Cliente de Servicios Eléctricos de CS] 310 Krenek Tap Road</u>
<u>20</u>	
<u>21</u>	<u>St. Mary’s Catholic Church – [Iglesia Católica de St. Mary’s] 603 Church Street</u>
<u>24</u>	<u>John Connally Building [Edificio John Connally] 301 Tarrow</u>
<u>31, 32</u>	<u>Larry J. Ringer Library [Biblioteca Larry J. Ringer]</u>

	<u>1818 Harvey Mitchell Pkwy</u>
<u>33, 72, 74</u>	<u>Lincoln Center [Centro Lincoln]</u> <u>1000 Eleanor</u>
<u>34</u>	<u>CS City Hall [Municipalidad de la Ciudad]</u> <u>1101 Texas Avenue</u>
<u>2B, 2C, 35A, 35B</u>	<u>CS ISD Admin. Bldg [Edificio Administrativo del Distrito Escolar Independiente de CS] - 1812 Welsh</u>
<u>39</u>	<u>St. Francis Episcopal Church [Iglesia Episcopal St. Francis]</u> <u>1101 Rock Prairie Road</u>
<u>40</u>	<u>Aldersgate Methodist Church [Iglesia Metodista Aldersgate]</u> <u>2201 Earl Rudder Freeway South</u>
<u>41</u>	<u>Christ United Methodist Church [Iglesia Metodista Christ United]</u> <u>4201 State Hwy 6 South</u>
<u>64</u>	<u>Mary Branch Elementary [Escuela Primaria Mary Branch]</u> <u>2040 W. Villa Maria, Bryan</u>
<u>68</u>	<u>Peach Creek Community Center [Centro Comunitario Peach Creek] -</u> <u>2216 Peach Creek Road</u>
<u>80</u>	<u>Living Hope Baptist Church [Iglesia Bautista Living Hope]</u> <u>4170 State Hwy 6, South</u>

SECCIÓN 2. Que la Sección 6 de la Ordenanza No. 2011-3361 por este medio se enmienda de la siguiente manera [el texto propuesto eliminado se indicará con ~~marcas tachadas~~ y el texto propuesto agregado estará subrayado]:

“SECCIÓN 6. Las elecciones tempranas conjuntas serán en persona y por correo. El período para las votaciones tempranas en persona para elecciones especiales será del 24 de octubre de 2011 al 4 de noviembre de 2011. Las boletas electorales de escaneo óptico serán utilizadas para las votaciones tempranas por correo y las máquinas electrónicas de registro directo serán utilizadas para las votaciones tempranas en persona. El Oficial de las Votaciones Tempranas para dichas elecciones será el Oficial del Condado. Ella determinará el número de personas a contratar y hará los arreglos necesarios para la capacitación de todas las personas contratadas para trabajar en las elecciones. Las votaciones tempranas en persona para las elecciones especiales serán celebradas conjuntamente en los centros y en las fechas y horarios especificadas por el Oficial del Condado, ~~a ser nombrado después. Esta ordenanza será enmendada en ese momento para reflejar los lugares de dichos centros de votaciones.~~ Las votaciones tempranas en persona para las elecciones especiales se celebrarán en las siguientes fechas y horarios:

Brazos County Administration Building [edificio Administrativo del Condado de Brazos] –
200 S. Texas Ave., Bryan, Texas
Arena Hall [Salón Arena]– Tabor Road & N. Earl Rudder Frwy., Bryan, Texas
Galilee Baptist Church [Iglesia Bautista Galilee]– 804 N. Logan, Bryan, Texas
CS Electric Training Facilities [Edificio de Entrenamiento Eléctrico de CS] – 1603 Graham Rd

Del 24 al 28 de octubre 8:00 am – 5:00 pm
De lunes a viernes

Del 31 de octubre al 2 de noviembre 8:00 am – 5:00 pm
De lunes a miercoles

Del 3 de noviembre al 4 de noviembre 8:00 am – 8:00 pm
De jueves a viernes

SECCIÓN 3. Si cualquier parte de esta Ordenanza se determina inválida por una corte de jurisdicción competente, el resto de provisiones de esta Ordenanza permanecerán en efecto.

SECCIÓN 4. Que esta ordenanza entrará en efecto inmediatamente después de adoptada.

APROBADA Y ADOPTADA por el Consejo de la Ciudad de College Station este 8^{vo} día del mes de septiembre de 2011.

LA CIUDAD DE COLLEGE STATION:

Nancy Berry, Alcalde

DOY FE:

Sherry Mashburn, Secretaria de la Ciudad

APROBADA EN CUANTO A FORMA:

Carla Robinson, Abogada de la Ciudad

September 8, 2011
City Council Consent Agenda Item No. 2c
ILA with Brazos County for Election Services

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action and discussion on resolution approving an interlocal government agreement with Brazos County for the conduct and management of the City of College Station Special Election and the approval of the Notice of Special Election that will be held on Tuesday, November 8, 2011.

Summary: On August 11, 2011, the City Council ordered a Special Election to be held on November 8, 2011 for the purpose of submitting proposed amendments to the City Charter to the voters.

Brazos County is holding a constitutional amendment election on Tuesday, November 8, 2011. The City may place this proposition on the ballot and join with the County to conduct the election.

Budget & Financial Summary: Cost to the City for this special election is expected to be \$25,000 - \$35,000 depending on the number of entities on the ballot.

Attachments:

- Resolution
- Interlocal Agreement with Brazos County
- Notice of Special Election

8 de septiembre de 2011
Agenda de Aprobación del Consejo de la Ciudad
Acuerdo Interlocal con el Condado de Brazos para Servicios de Elecciones

Para: David Neeley, Gerente de la Ciudad

De: Sherry Mashburn, Secretaria de la Ciudad

Resumen de la Agenda: Presentación, posible acción y discusión acerca de la aprobación de la resolución autorizando un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Especiales de la Ciudad de College Station y aprobar la Notificación de Elecciones Especiales a celebrarse el martes 8 de noviembre de 2011.

Resumen: El 11 de agosto de 2011, el Consejo de la Ciudad ordenó Elecciones Especiales para celebrarse el 8 de noviembre de 2011 con el propósito de presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad.

El Condado de Brazos celebrará elecciones de enmienda constitucional el martes 8 de noviembre de 2011. La Ciudad podrá colocar esta propuesta en la boleta electoral y unírsele al Condado para celebrar estas elecciones.

Presupuesto y Resumen Financiero: El costo esperado de estas elecciones especiales para la Ciudad se encuentra entre \$25,000 - \$35,000 dependiendo del número de entidades registradas en la boleta.

Documentos Adjuntos:

- Resolución
- Acuerdo Interlocal con el Condado de Brazos
- Notificación de Elecciones Especiales

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS; APPROVING AN INTERLOCAL GOVERNMENT AGREEMENT WITH BRAZOS COUNTY FOR THE CONDUCT AND MANAGEMENT OF THE CITY OF COLLEGE STATION SPECIAL ELECTION AND THE APPROVAL OF THE NOTICE OF SPECIAL ELECTION THAT WILL BE HELD ON TUESDAY, NOVEMBER 8, 2011.

WHEREAS, Brazos County will conduct a general election on Tuesday, November 8, 2011; and

WHEREAS, the City of College Station City Council will be conducting a Special Election to be held on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of both entities.

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

- PART 1: That the interlocal government agreement is hereby approved, setting out the terms and conditions upon which said election shall be conducted; and
- PART 2: That this resolution shall take effect immediately from and after its passage; and
- PART 3: That the Notice of Election and Early and Regular Polling Places are hereby approved.

ADOPTED this 8th day of September, A.D. 2011

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

RESOLUCIÓN NO. _____

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS; APROBANDO UN ACUERDO INTERLOCAL CON EL CONDADO DE BRAZOS PARA REALIZAR Y ADMINISTRAR LAS ELECCIONES ESPECIALES DE LA CIUDAD DE COLLEGE STATION Y APROBAR LA NOTIFICACIÓN DE ELECCIONES ESPECIALES QUE SE CELEBRARÁN EL MARTES 8 DE NOVIEMBRE DE 2011.

EN TANTO QUE el Condado de Brazos celebrará elecciones generales el martes 8 de noviembre de 2011; y

EN TANTO QUE el Consejo de la Ciudad de College Station celebrará Elecciones Especiales el mismo día; y

EN TANTO QUE las partes de este acuerdo desean celebrar elecciones conjuntas para que sea conveniente y costo-efectivo para los votantes de ambas entidades.

AHORA, POR LO TANTO, QUE SE RESUELVA POR EL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS:

1^{ra} PARTE: Que por la presente, el acuerdo de gobierno interlocal se encuentra aprobada, fijando los términos y las condiciones bajo las cuales dichas elecciones serán celebradas; y

2^{da} PARTE: Que esta resolución tomará efecto inmediatamente desde el momento de y después de aprobada; y

3^{ra} PARTE: Que por la presente se aprueba la Notificación de Elecciones y los Centros de Votaciones para las elecciones Regulares y Tempranas.

ADOPTABA este 8^{vo} día del mes de septiembre, A.D. 2011

DOY FE:

APROBADA:

Secretaria de la Ciudad

Alcalde

APPROBADA:

Abogado de la Ciudad

INTERLOCAL GOVERNMENT AGREEMENT
Joint Election

This agreement is made this ____ day of _____, 2011, by and between Brazos County (“the County”) and the City of College Station (“the City”).

WHEREAS, Brazos County will conduct a general election on Tuesday, November 8, 2011; and

WHEREAS, the City of College Station has called for a Special Election to be held within the city limits of College Station, Texas; and

WHEREAS, Brazos County and the City of College Station will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms to be used and records to be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the Brazos County Clerk. The Brazos County Clerk is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 8, 2011. The implementation, conduct and management of the election shall include, but not be limited to:
 - A. The securing of qualified individuals to serve as election judges for each polling place.
 - B. The securing of locations and facilities where the election is to be conducted.
 - C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.
 - D. The securing of a contract with Texas Voting Systems, Inc., for election services and supplies.

APPROVED AND AGREED this _____ day of _____, 2011.

BRAZOS COUNTY

Karen McQueen, County Clerk

CITY OF COLLEGE STATION

Mayor

City Attorney

Attest:

City Secretary

NOTICE OF SPECIAL ELECTION TO
ALL QUALIFIED VOTERS WITHIN THE CITY OF COLLEGE STATION, TEXAS

1. A special election will be held on November 8, 2011 for the purpose submitting one (1) proposition to the voters for the following amendments to the City Charter:

AMENDMENT NO. 1

SHALL SECTION 17 OF THE CITY CHARTER RELATING TO THE NUMBER, SELECTION, TERM OF THE CITY COUNCIL BE AMENDED TO READ AS FOLLOWS:

Number, Selection, Term

Section 17. The City Council shall be composed of the Mayor and six (6) Councilmen and be known as the "City Council of the City of College Station."

- (a) The Mayor and other members of the City Council shall be elected from the City at large.
- (b) The Mayor shall be the presiding officer of the City Council and shall be recognized as the head of the City government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no regular administrative duties. The Mayor shall be entitled to vote on all matters under consideration by the City Council.
- (c) Each Councilman, unless sooner removed under the provisions of this Charter, shall serve for a term of four (4) years, beginning with the first meeting of the Council following his election, and ending with the first meeting of the Council four years later, or until his successor has been elected and duly qualified. The Mayor, unless sooner removed under the provisions of this Charter, shall serve for a term of four (4) years, beginning with the first meeting of the Council following his election and ending with the first meeting of the Council four (4) years later, or until his successor has been elected and duly qualified.
- (d) No person shall be deemed elected to an office unless that person receives a majority of all the votes cast for such office. The Council shall, upon declaring the official results of the election, order a run-off election for each office to which no one was elected. In the run-off election, the two candidates who received, in the preceding election, the highest number of votes for each office to which no one was elected, shall be voted on again by the qualified voters, and the candidate who receives the majority of the votes cast for such office in the run-off election shall be elected to such office.
- (e) In 2012, the Mayor and Places 2, 4 and 6 shall serve their terms until May 2013. Beginning with the election in 2013, the Mayor and Places 2, 4 and 6 shall serve for a term of four (4) years. In 2012, Places 1, 3 and 5 shall serve their terms until May 2015. Beginning with the election in 2015, Places 1, 3 and 5 shall serve for a term of four (4) years.
- (f) There shall be no limit to the total number of terms served by the Mayor or Councilmen; however, no person shall be eligible to be elected to serve in the capacity of the Councilman for consecutive regular terms totaling more than eight (8) years; nor shall any person be eligible to be elected to serve in the capacity of Mayor for consecutive regular terms totaling more than eight (8) years.

AMENDMENT NO. 2

SHALL SECTION 77 OF THE CITY CHARTER, RELATING TO MUNICIPAL ELECTIONS BE AMENDED TO READ AS FOLLOWS:

Municipal Elections

Section 77. The regular city election shall be held in May of odd-numbered years as set by ordinance by the City Council, or as otherwise provided by law, at which time members of the Council shall be elected to fill those offices that become vacant that year. The City Council shall fix the hours and the place for holding such special election. The City Council may by resolution, order a special election, fix the time and place for holding same, and provide all means for holding such special election. In the order, ordinance, or resolution of the City Council calling any election at which more than one Councilman shall be elected, the City Council shall in calling such election provide for a separate place on the ballot for each vacant seat to be filled at such election, designating the Mayor, and such Places as Place No. 1, 2, 3, 4, 5, or 6. If an unexpired term is to be filled at such election, the Place for the unexpired term shall be so designated.

2. The ballots will include the following proposition:

PROPOSITION NO. 1

FOR/AGAINST Shall the Charter of the City of College Station be amended to provide for the regular election of the Mayor and City Council to be held in May of odd-numbered years with the Mayor and City Council serving four (4) year term lengths for no more than eight (8) consecutive years?

FISCAL IMPACT: NONE

3. The polling locations for each precinct are as follows:

<u>City of College Station Precincts</u>	<u>Polling Places</u>
8	Parkway Baptist Church 1501 Southwest Pkwy
9	College Station Conference Center 1300 George Bush Drive
10A, 10B	CS Utility Customer Service Center 310 Krenek Tap Road
20	
21	St. Mary's Catholic Church 603 Church Street
24	John Connally Building 301 Tarrow
31, 32	Larry J. Ringer Library 1818 Harvey Mitchell Pkwy
33, 72, 74	Lincoln Center 1000 Eleanor
34	CS City Hall 1101 Texas Avenue
2B, 2C, 35A, 35B	CS ISD Admin. Bldg 1812 Welsh
39	St. Francis Episcopal Church

	1101 Rock Prairie Road
40	Aldersgate Methodist Church 2201 Earl Rudder Freeway South
41	Christ United Methodist Church 4201 State Hwy 6 South
64	Mary Branch Elementary 2040 W. Villa Maria, Bryan
68	Peach Creek Community Center 2216 Peach Creek Road
80	Living Hope Baptist Church 4170 State Hwy 6, South

4. The polls will be open from 7:00 a.m. to 7:00 p.m. on Election Day.
5. Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the special election shall be October 24, 2011 through November 4, 2011. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the County Clerk. She shall determine the number of election workers to be hired and arrange for training of all election workers. Early voting by personal appearance for the special election shall be held on the following dates and times:

Brazos County Administration Building – 200 S. Texas Ave., Bryan, Texas
 Arena Hall – Tabor Road & N. Earl Rudder Frwy., Bryan, Texas
 Galilee Baptist Church – 804 N. Logan, Bryan, Texas
 CS Electric Training Facilities – 1603 Graham Rd

October 24 – October 28 Monday – Friday	8:00 am – 5:00 pm
October 31 – November 2 Monday – Wednesday	8:00 am – 5:00 pm
November 3 – November 4 Thursday – Friday	8:00 am – 8:00 pm

Requests for application to vote by mail can be made by contacting the Early Voting Clerk at the following address: Jaime Hines, Brazos County Clerk’s office, 300 E. 26th Street Suite 120, Bryan, Texas 77803

City Secretary

NOTIFICACIÓN DE ELECCIONES ESPECIALES A TODOS LOS VOTANTES CALIFICADOS
DENTRO DE LA CIUDAD DE COLLEGE STATION, TEXAS

1. Se celebrarán elecciones especiales el 8 de noviembre de 2011 con el propósito de presentar una (1) propuesta a los votantes para las enmiendas a los Estatutos de la Ciudad siguientes:

ENMIENDA NO. 1

SERÁ ENMENDADA DE LA SIGUIENTE MANERA LA SECCIÓN 17 DE LOS ESTATUTOS DE LA CIUDAD RELACIONADA CON EL NÚMERO, LA SELECCIÓN, Y LOS PERÍODOS DE LOS MIEMBROS DEL CONSEJO DE LA CIUDAD:

Número, Selección, y Período

Sección 17. El Consejo de la Ciudad estará compuesto de un Alcalde y seis (6) Consejeros y se denominarán “El Consejo de la Ciudad de College Station.”

- (a) El Alcalde y otros miembros del Consejo de la Ciudad se elegirán del total de la población.
- (b) El Alcalde será el oficial que presidirá al Consejo de la Ciudad y se le reconocerá como la máxima autoridad del gobierno de la Ciudad para los propósitos ceremoniales y por el gobernador, para propósitos militares; pero no tendrá a su cargo tareas administrativas regulares. El Alcalde podrá votar en todos los asuntos considerados en el Consejo de la Ciudad.
- (c) Cada Consejero, a menos que sea removido bajo las provisiones de estos Estatutos, servirá un período de cuatro (4) años, comenzando con la primera reunión del Consejo después de las elecciones, y terminando con la primera reunión del Consejo cuatro (4) años después, o hasta que su sucesor sea electo y complete todos los requisitos debidos. El Alcalde, a menos que sea removido bajo las provisiones de estos Estatutos, servirá un período de cuatro (4) años, comenzando con la primera reunión del Consejo después de las elecciones, y terminando con la primera reunión del Consejo cuatro (4) años después, o hasta que su sucesor sea electo y complete todos los requisitos debidos.
- (d) Ninguna persona será considerada electa a un puesto a menos que reciba una mayoría de todos los votos emitidos para dicho puesto. El Consejo, después de declarar los resultados oficiales, deberá ordenar elecciones de segunda vuelta para cada puesto al cual ningún miembro fue electo. En elecciones de segunda vuelta, los dos candidatos para cada puesto que recibieron el mayor número de votos en las elecciones anteriores donde ninguna persona fue electa, entrarán en las elecciones nuevamente, y el candidato que reciba la mayoría de votos emitidos para dicho puesto en las elecciones de segunda vuelta, será electo para dicho puesto.
- (e) En el año 2012, el Alcalde y los Puestos 2, 4 y 6 completarán sus cargos hasta el mes de mayo de 2013. Comenzando con las elecciones del año 2013, el Alcalde y los Puestos 2, 4 y 6 servirán por un período de cuatro (4) años. En el año 2012, los Puestos 1, 3 y 5 completarán sus cargos hasta el mes de mayo de 2015. Comenzando con las elecciones del año 2015, los Puestos 1, 3 y 5 servirán por un período de cuatro (4) años.
- (f) No habrá límite en el número total de períodos servidos por el Alcalde o los Consejeros; sin embargo, ninguna persona podrá ser elegible a ser electa para servir como Consejero por períodos consecutivos regulares que sumen más de ocho (8) años; ni podrá ser elegible a

ser electa para servir como Alcalde por períodos consecutivos regulares que sumen más de (8) años.

ENMIENDA NO. 2

SERÁ ENMENDADA DE LA SIGUIENTE MANERA LA SECCIÓN 77 DE LOS ESTATUTOS DE LA CIUDAD, RELACIONADA CON LAS ELECCIONES MUNICIPALES:

Elecciones Municipales

Sección 77. Las elecciones regulares de la ciudad serán celebradas en el mes de mayo de años impares según lo establecido como reglamento por el Consejo de la Ciudad, o de otra manera requerida por ley, en el cual se elegirán a aquellos miembros del Consejo para ocupar los puestos vacantes de ese año. El Consejo de la Ciudad fijará el horario y el lugar donde se realizarán dichas elecciones especiales. El Consejo de la Ciudad podrá ordenar elecciones especiales por resolución, fijar el horario y el lugar para realizarlas, y proporcionar todos los medios para celebrar dichas elecciones especiales. En la orden, la ordenanza [reglamento], o la resolución del Consejo de la Ciudad convocando cualquier tipo de elecciones en el cual más de un Consejero será electo, el Consejo de la Ciudad proporcionará, al convocar dichas elecciones, una parte separada de la boleta para cada puesto vacante a ocupar en dichas elecciones, designando al Alcalde, y los Puestos No. 1, 2, 3, 4, 5, ó 6. Si se tiene que ocupar un puesto en dichas elecciones con un período sin expirar, el Puesto para el período sin expirar será designado.

2. Las boletas incluirán las siguientes propuestas:

PROPUESTA NO. 1

¿VOTAR POR/EN CONTRA DE que los Estatutos de la Ciudad of College Station sean enmendados para convocar elecciones regulares para elegir al Alcalde y al Consejo de la Ciudad para celebrarse en el mes de mayo de los años impares, donde el Alcalde y el Consejo de la Ciudad sirvan períodos de cuatro (4) años y no más de ocho (8) años consecutivos?

IMPACTO FISCAL: NINGUNO

3. Los Centros de Votaciones para cada distrito serán los siguientes:

<u>Distritos de la Ciudad de College Station</u>	<u>Centros de Votaciones</u>
8	Parkway Baptist Church [Iglesia Bautista Parkway] 1501 Southwest Pkwy
9	College Station Conference Center [Centro de Conferencias de CS] 1300 George Bush Drive
10A, 10B	CS Utility Customer Service Center [Centro de Servicio al Cliente de Servicios Eléctricos de CS] 310 Krenek Tap Road
20	
21	St. Mary's Catholic Church – [Iglesia Católica de St. Mary's] 603 Church Street
24	John Connally Building [Edificio John Connally]

Las solicitudes para votar por correo se podrán enviar al Oficial de Votaciones Tempranas a la dirección siguiente: Jaime Hines, Brazos County Clerk's office, 300 E. 26th Street Suite 120, Bryan, Texas 77803

Secretaria de la Ciudad

September 8, 2011
Consent Agenda Item No. 2d
Lick Creek Hike and Bike Trail Preliminary Design Report

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a resolution selecting a professional contractor, approving a professional services contract with Halff Associates, Inc. and authorizing the expenditure of funds for the Lick Creek Hike and Bike project in the amount not to exceed \$64,365.00.

Relationship to Strategic Goals: Goal IV, Improving Multimodal Transportation

Recommendation(s): Staff recommends approval of this professional services contract.

Summary: The Lick Creek Hike and Bike Trail project will construct approximately 4.5 miles of hike and bike trails along Lick Creek from Victoria Avenue near Westfield Park to Lick Creek Park connecting residential neighborhoods and CSISD property. The contract with Halff Associates, Inc. includes completing a preliminary design study and public engagement for development of the Lick Creek Hike & Bike Trail. The scope of work will involve the evaluation of existing and future conditions that may affect the final layout and development of the project, including land acquisition needs, the location of floodplains and other environmental concerns, conflicts with utility corridors and easements, permitting requirements, and connections to major thoroughfares and trail systems. Halff will evaluate three (3) alternative routes, develop associated costs and incorporate public participation as part of the evaluation process. This project is on the City's Bikeway Master Plan.

Budget & Financial Summary: The contract amount is not to exceed \$64,365. Funds in the amount of \$4,410,000 are budgeted for this project from the Streets Capital Projects Fund, with \$100,000 budgeted for the preliminary design study phase. A total of \$6,295 has been expended or committed to date.

Attachments:

1. Resolution
2. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE LICK CREEK HIKE AND BIKE PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the preliminary design; and

WHEREAS, the selection of Halff Associates, Inc. is being recommended as the most highly qualified provider of the preliminary design services; now, therefore,

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

PART 1: That the City Council hereby finds that Halff Associates, Inc. is the most highly qualified provider of the services for the Lick Creek Hike and Bike Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Halff Associates, Inc. for an amount not to exceed \$64,365.00 for the preliminary design services related to the Lick Creek Hike and Bike Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Projects Fund in the amount of \$64,365.00.

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

ADOPTED this _____ day of _____, A.D. 2011.

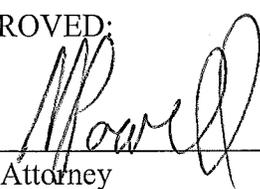
ATTEST:

APPROVED:

City Secretary

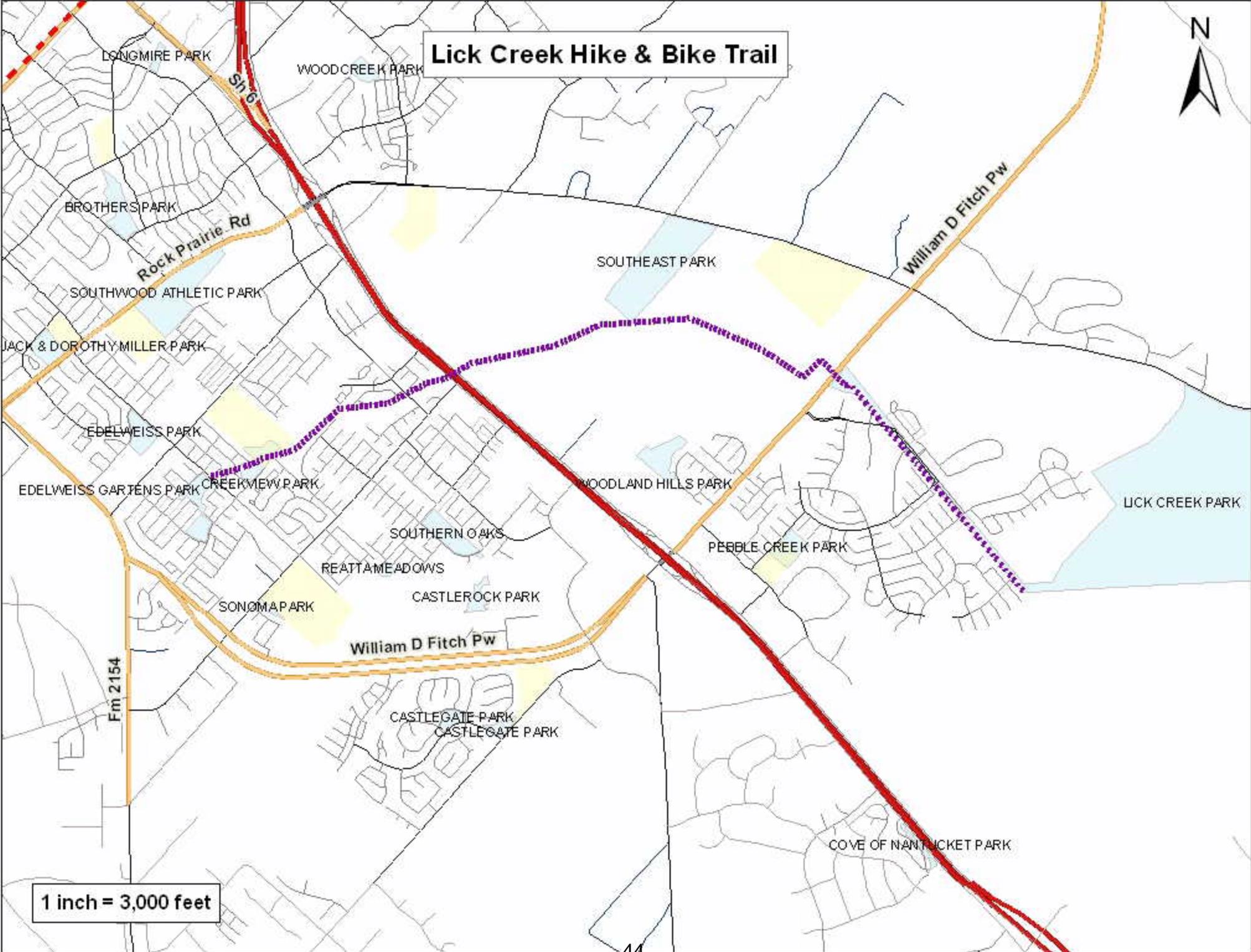
MAYOR

APPROVED:



City Attorney

Lick Creek Hike & Bike Trail



1 inch = 3,000 feet

**September 8, 2011
Consent Agenda Item No. 2e
Homeland Security Grant Program**

To: David Neeley, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution accepting from the Texas Division of Emergency Management (TDEM) the 2009 Homeland Security Grant Program Grant Adjustment Notice (GAN) of \$82,000, naming a City staff member as manager of those grant funds.

Recommendation(s): Staff recommends acceptance of the grant from Texas Division of Emergency Management (TDEM), and recommends the emergency management coordinator be designated as the "Grant Manager" for administration of this grant.

Summary: The City of College Station has been awarded the Homeland Security program grant of \$75,000 through TDEM. Additional funding became available in August 2011 in the amount of \$7,000 for a Grant Adjustment of \$82,000. The funding will be used by the Police Department to purchase BOMB equipment that will enhance our response capabilities to terrorist threats or catastrophic events. The period of performance of this agreement shall end on April 15, 2012.

Budget & Financial Summary: This is an equipment grant and the City of College Station has no matching funds committed. Dependent upon equipment requested future budgets might include requests for O&M for equipment obtained.

Attachments:

1. 2009 Homeland Security Grant Adjustment Notice – 09-GA 15976-02
2. Police Department BOMB Equipment List
3. Resolution



Texas Department of Public Safety

2009 Grant Adjustment Notice
for
City of College Station

Date of Award

August 19, 2011

1. Sub-Recipient Name and Address: Mayor Nancy Berry, City of College Station...
2. Prepared by: Lara, Pete H.
3. SAA Award Number: 09-GA 15976-02
4. Federal Grant Information: Federal Grant Title: Homeland Security Grant Program...

5. Award Amount and Grant Breakdowns

Total Award Amount: \$82,000.00
Note: Additional Budget Sheets (Attachment A): Yes No
Table with columns: SHSP, SHSP-LEAP, UASI, UASI-LEAP, CCP, MMRS

6. Statutory Authority for Grant: This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act. 2009 Public Law No. 110-329.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency...

9. Agency Approval

Approving TxDPS Official: Machel Pharr, Deputy Assistant Director...
Signature of TxDPS Official: [Handwritten Signature]

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official: Nancy Berry, Mayor
Signature of Sub-Recipient Official: [Blank]

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 74-6000534
12. Date Signed:

13. DUE DATE: October 3, 2011
Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2009 TERMS AND CONDITIONS

Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA. Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR).

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>. The recipient agrees to fund any multi-state or multi-urban area Investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website <http://www.citizencorps.gov> and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - <http://www.fema.gov/government/grant/hsgp/index.shtm>. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. **Measure of Liability.** TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. **Sub-recipient Agreement Funds Defined and Limit of Liability.** The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. **Excess Payments.** The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. **TDEM's Right to Terminate.** TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. **Parties' Right to Terminate.** In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. **Financial Interest Prohibited.** A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. **Payment Contingent.** Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. **Source Documentation Requirement.** Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- o Copy of cancelled check
- o Screen print of General Ledger account showing funds have been encumbered
- o Credit Card Statement showing purchase of the items
- o Payroll journal for individuals showing rate of pay and hours worked
- o Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see <http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtm>

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at <http://www.fema.gov/emergency/nims/>.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) <http://www.ojp.usdoj.gov/financialguide/>

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention and Accessibility of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri>
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29;>
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT> ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/?link=GV>

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A;>
The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A;>
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN>

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5_1.htm ;
[http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview-t05t08+26+0++%28information%](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview-t05t08+26+0++%28information%20act%20)

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1) <http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT>
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A>

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. <http://www.fema.gov/emergency/nims>

I. **PROGRAM INCOME** - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. **AUDITS** - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT> ;
http://www.dhs.gov/xopnbiz/grants/qc_1162481125903.shtm

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://www.statutes.legis.state.tx.us/?link=GV> ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141)

Sub-recipients must also comply with 44, C.F.R., Part 13,

http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;

with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215 , 2C.F.R. Part 225, Part 220 and Part 230.

L. **PROPERTY ADMINISTRATION** – TAC Title 1, Part 5, Chapter 116,

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** – 44 C.F.R., Section 13.34

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT>

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B
CERTIFICATIONS

I, Nancy Berry (print) as the authorized official of College Station, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/proq/vendor_performance/debarred/.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

FY 2009 HSGP

Signature

Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned, Nancy Berry (print), as the authorized official of College Station certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an 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 Sub-recipient agreement, 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 Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

College Station Police Department SWAT Equipment List
2009 Grant Adjustment Notice

DVR 350 GB, cables, mounting flat screen	\$	1,050.00
X-ray imaging plate 8x17 Kit T100	\$	2,000.00
17" Wide Screen Laptop	\$	1,900.00
EOD Tools and Bag Kit	\$	1,250.00
511 Rechargeable Flashlight (90 second recharge)	\$	350.00
Milwaukee 2300-20 M-Spector Digital Inspection Camera	\$	250.00
Cordless Dremel Tool and Accessories	\$	200.00
Grant Adjustment Notice Amount	\$	7,000.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ACCEPTING THE 2009 HOMELAND SECURITY GRANT ADJUSTMENT NOTICE FOR THE PURCHASE OF RESPONSE EQUIPMENT AND AUTHORIZING A CONTACT PERSON FOR THE CITY.

WHEREAS, the Office for Domestic Preparedness, a component of the U.S. Department of Homeland Security, has awarded the Texas Division of Emergency Management (TDEM) the 2009 Homeland Security Grant Adjustment Notice; and

WHEREAS, the Texas Division of Emergency Management (TDEM) has served the City of College Station with a Grant Adjustment Notice for the 2009 Homeland Security Grant Program in the amount of \$82,000 to be used in this performance period ending on April 15, 2012; and

WHEREAS, the intent of this Grant Adjustment Notice is to aid in the City's ability to enhance its capacity to prevent, respond to and recover from acts of terrorism and natural disasters; now, therefore,

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

- PART 1: That the City Council hereby accepts the Grant Adjustment Notice for the 2009 Homeland Security Grant Program in the amount of \$82,000 from the Texas Division of Emergency Management (TDEM).
- PART 2: That the City Council hereby approves the City of College Station Police Department BOMB Equipment List for purchase to aid in the City's ability to enhance its capacity to prevent, respond to and recover from acts of terrorism and natural disasters.
- PART 3: That the City Council hereby authorizes the Emergency Management Coordinator to serve as the Grant Manager for the City of College Station to sign agreements with the Governor's Division of Emergency Management and hereby designates said position to receive this award on behalf of the City of College Station.
- PART 4: That this resolution shall take effect immediately from and after its passage.

RESOLUTION NO. _____

Page 2

ADOPTED this _____ day of _____, A.D. 2011.

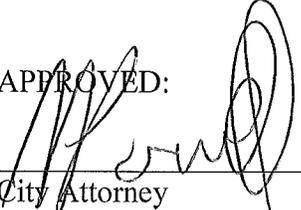
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

**September 8, 2011
Consent Agenda Item No. 2f
Recommendation to Name a Park Facility**

To: David Neeley, City Manager

From: David Schmitz, Director, Parks and Recreation Department

Agenda Caption: Presentation, possible action, and discussion regarding a recommendation to name the new Skate Park at Southwood Athletic Park in College Station.

Recommendation(s): Staff recommends approval of this request to name the new Skate Park at Southwood Athletic Park in College Station.

Summary: This request is part of a City contest, held August 1 – August 21, 2011, to name the new skate park facility. The intent of the contest was to solicit input from the local citizens and skate park users for an exciting, creative, and unique name for the new facility. The City's Parks and Recreation staff and Public Communications staff selected the final name from those submitted and presented it to the City Manager. The City Manager then discussed this with the City Council at their August 25th meeting.

The name of the skate park will be revealed to the public as part of the Grand Opening event scheduled for September 3rd, from 5 pm – 7 pm, at the Skate Park in Southwood Athletic Park, on Rock Prairie Road.

Budget & Financial Summary: The primary costs associated with naming the skate park facility will be for a large park entrance sign, bronze plaque, and installation, which has been budgeted for through the GOB 2008 Skate Park project funding.

Attachments:

- 1) College Station Guidelines for the Naming of Public Facilities.
- 2) Resolution

City of College Station, Texas
GUIDELINES FOR THE NAMING OF PUBLIC FACILITIES

Approved April 8, 2004 - Agenda Item 10.10

Purpose

The purpose of these guidelines is to establish a systematic and consistent approach for the official naming of public facilities in the City of College Station, including parks, facilities, recreational areas, streets, and municipal buildings.

Objectives

- Ensure that parks, facilities, recreational areas, and municipal buildings are easily identified and located.
- Ensure that given names to parks, facilities, recreational areas, and municipal buildings are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming, and dedication of parks, facilities, recreational areas, and municipal buildings.
- Encourage the dedication of lands, facilities, or donations by individuals and/or groups.
- Advance the reputation of the City as well as increase the understanding and public support for its programs.

Criteria

The practice of the City of College Station is to name parks, recreation areas, facilities, and municipal buildings through an adopted process utilizing the above objectives, emphasizing community values and character, local and national history, geography, the environment, civics, and service to the City of College Station. Therefore, the following criteria shall be used in determining the appropriateness of the naming designation:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National and state historical leaders or heroes, both past and present;
- An individual, living or deceased [a] who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building, or [b] who has had the contribution made "In Memoriam" and when the name has been stipulated as a condition of the donation;
- An individual, living or deceased, who has contributed outstanding civic service to the City;
- Predominant plant materials; or
- Streams, rivers, lakes, and creeks.

Facilities or specialized areas may have a name different from that of the larger park, recreation area, facility, or municipal building.

When feasible, the process to name parks, recreation areas, facilities, and municipal buildings should begin within twelve (12) months after the City has acquired title to the land and/or formally accepted the dedication.

Names that are similar to existing parks, recreation areas, facilities, and municipal buildings should not be considered in order to minimize confusion.

Renaming

The City reserves the right to change the name of a park, recreation area, facility or municipal building to maintain consistency with these guidelines. However, renaming carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each request to rename must meet the criteria of this policy, but meeting all criteria does not ensure renaming.

Procedures

Upon approval of these guidelines by Council, procedures consistent with the guidelines will be developed. It is anticipated that naming/renaming requests will be submitted to the City Manager. The Manager will then forward the request through an appropriate board, committee, or organization or directly to the City Council for approval. (For example, if the naming or renaming request is for a parks facility, the City Manager will submit the request to the Parks and Recreation Advisory Board who will review and make a recommendation. The City Manager will review that recommendation and then submit it to Council for approval.)

The City Council may, upon its own initiative, name or rename a City facility without following these guidelines. An individual council member may submit a naming suggestion to the City Manager, who will then apply the guidelines and procedures.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE NAMING OF THE COLLEGE STATION SKATE PARK, THE G. HYSMITH SKATE PARK.

WHEREAS, Garrett Hysmith was an energetic College Station youth who, by the time he died in 2005 at age 13, had bravely fought cancer for four years; and,

WHEREAS, Garrett was passionate about the sport of skateboarding; and,

WHEREAS, Following Garrett's death, his closest friends embarked on "Operation Garrett," with the goal of placing a proposed skate park on the 2008 Bond Election; and

WHEREAS, College Station voters approved the Bond Election, leading to construction of a proper place for skateboarders to enjoy their sport; and,

WHEREAS, Garrett Hysmith's memory has been invoked throughout the design, construction, and promotion process of the skate park; now, therefore,

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

PART 1: That the City Council hereby finds that Garrett Hysmith should be appropriately remembered and honored.

PART 2: That the City Council hereby approves the naming of the College Station Skate Park, the G. Hysmith Skate Park.

PART 3: That the City Council directs city staff to place signage at the Skate Park as follows:

G. HYSMITH SKATE PARK

PART 4: That a suitable copy of this resolution shall be presented to the Hysmith family.

PART 5: That this resolution shall take effect immediately upon passage.

ADOPTED this ____ day of _____, 2011

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

**September 8, 2011
Consent Agenda Item No. 2g
Bike Loop Phase II Change Order #2**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding ratification of Change Order #2, in the amount of \$57,734.01 to Contract No. 11-001 with Fuqua Construction Company, Inc. related to construction of the 2005 Bike Loop Phase II Project.

Relationship to Strategic Goals: Goal IV, Improving Multimodal Transportation

Recommendation(s): Staff recommends approval of this change order.

Summary: The final phase of the Bike Loop Project, which extends through Bee Creek Park and the arboretum, is under construction. This was a multi-year project to construct bicycle facilities in the City of College Station. A significant portion of this project was funded by the Texas Statewide Transportation Enhancement Program, which is administered by TxDOT.

This change order is necessitated by a change in the scope of work to provide a connection of the terminus of the Bike Loop in the arboretum with the Krenek Tap/Texas Avenue intersection. Staff attempted to include this connection into the construction plans for the portion of the project currently under construction; however, the extension was not supported by TxDOT since the intersection of the Texas Avenue and Krenek Tap was not signalized. Given that the City has awarded a construction contract for the installation of a traffic signal at this intersection, TxDOT will now allow the extension to be included with this project. This pathway extension to Krenek Tap will complete the Bike Loop Project and provide connectivity of the bicycle facilities on the east side of Texas Avenue with the bicycle facilities on the west side of Texas Avenue.

Construction expenditures for this project are being reimbursed up to 80% under the Texas Statewide Transportation Enhancement Program. Of the additional \$57,734.01 being added to this contract, the City will be reimbursed up to \$46,187.21 by TxDOT.

A breakdown of the major components to the change order is as follows:

- Retaining wall (\$14,227.20)
- Sidewalk extension (\$12,459.03)
- Pedestrian handrail (\$18,798.00)
- Miscellaneous improvements (\$12,249.78)

Retaining Wall:

The retaining wall will allow the necessary fill material to be placed to match the grades of the existing sidewalk without placing fill in the cemetery. The retaining wall placement will allow the required separation distance from the 18" waterline along Texas Avenue.

Sidewalk Extension:

The existing TxDOT sidewalk will be extended an additional 5' to create 11' of bikeway surface. AASHTO recommends a paved width of at least 10' for shared use paths with two-way traffic.

Pedestrian Handrail:

The pedestrian rail will be placed along the entire length of the retaining wall. A handrail or other barrier is recommended when the bike path is placed within 5 feet of a drop off or steep slope per AASHTO's guidelines.

Miscellaneous Improvements:

This includes miscellaneous items to finish out the path such as preparing the ROW, additional traffic control for work along Texas Avenue, relocation of signs, fence removal and replacement, and the placement of sod.

TxDOT has indicated that due to budget reductions, this will be the city's last opportunity to utilize the funds available in this particular enhancement program for the construction of hike/bike facilities.

Budget & Financial Summary: Funds in the amount of \$1,529,826 are budgeted in the Streets Capital Projects Fund for the completion of the bike loop. The budget includes \$327,202 from the 2005 Bike Loop project (ST-0530), \$169,000 from the Miscellaneous Bike Trails project (ST-9803), and \$1,033,624 from the Hike and Bike Trails project (ST-0521). \$1,227,334.79 has been expended or committed to date for this project and Phase I, leaving a balance of \$302,491.21. The expenditures for this change order will be applied to the 2005 Bike Loop project (ST-0530). Construction expenditures for ST-0530 will be reimbursed up to 80% under the Texas Statewide Transportation Enhancement Program.

Attachments:

1. Change Order #2
2. Project Location Map

CHANGE ORDER NO. 2 Contract No. 11-001 DATE: August 11, 2011
P.O.# 110713 PROJECT: 2005 Bike Loop Phase II (ST-0530)

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

CONTRACTOR: Fuqua Construction Co., Inc.
P.O. Box 1537 Ph: (936) 825-2163
Navasota TX 77868 Fax: (936) 825-6248

PURPOSE OF THIS CHANGE ORDER:
To extend the path from the existing proposed terminus near Texas Avenue to make the connection with the Krenek Tap Intersection. The path extension includes a retaining wall, a pedestrian handrail, and 5' concrete with landscape pavers to match the existing sidewalk.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	STA	Addition to Bid Item 100-2002 PREPAING ROW	\$763.92	22.8	26.1	\$2,520.94
2	SY	New Bid Item 104-2015 REMOVING CONC (SIDEWALKS)	\$24.77	0	10	\$247.70
3	LF	New Bid Item 104-2021 REMOVE CONC (CURB)	\$42.66	0	20	\$853.20
4	EA	New bid Item 644-2056 (RELOCATE SM RD SN SUP & AM TY 10BWG)	\$460.74	0	1	\$460.74
5	LF	New bid Item 550-2003 (CHAIN LINK FENCE (REMOVE))	\$16.07	0	10	\$160.70
6	CY	Addition to Bid Item 110-2001 (EXCAVATION (ROADWAY))	\$3.81	122	142	\$76.20
7	CY	Addition to Bid Item 132-2005 (EMBANKMENT (FINAL) (ORD COMP) (TY C))	\$10.75	1234	1324	\$967.50
8	SY	Addition to Bid Item 260-2006 (LIME TRT (EXST MATL) (6"))	\$4.26	3019	3087	\$289.68
9	TON	Addition to Bid Item 260-2012 (LIME (HYD, COM OR CK) (SLRY) OR OK (DRY))	\$148.57	84	86	\$297.14
10	SY	Addition to Bid Item 360-2023 (CONC PAV (JOINT REINF) (6"))	\$25.62	2589	2637	\$1,229.76
11	SY	New bid Item 531-2024 (CONC SIDEWALK (6"))	\$42.14	0	169	\$7,121.66
12	SF	New bid Item 423-2012 (RETAINING WALL (CAST - IN - PLACE))	\$9.36	0	1520	\$14,227.20
13	SY	New Bid Item 528-2004 (LANDSCAPE PAVERS)	\$144.82	0	10	\$1,448.20
14	LF	New Bid Item 450-2076 (HANDRAIL (TYP E))	\$93.99	0	200	\$18,798.00
15	LF	New Bid Item XXX-XXXX (REINSTALL WROUGHT IRON FENCE)	\$31.15	0	24	\$747.60
16	LF	New Bid Item 550-2027 (CHAIN LINK FENCE (INSTALL) (8') (BARB TOP))	\$23.74	0	10	\$237.40
17	EA	Addition to Bid Item 531-2018 (CURB RAMPS (SPECIAL))	\$971.69	1	2	\$971.69
18	LS	New Bid Item 502-XXXX (BARRICADES, SIGNS AND TRAFFIC HANDLING FOR TEXAS AVENUE)	\$4,355.98	0	1	\$4,355.98
19	SY	Addition to Bid Item 160-2003 (FURNISHING AND PLACING TOPSOIL (4"))	\$3.63	4370	4620	\$907.50
20	SY	Addition to Bid Item 162-2002 (BLOCK SODDING)	\$3.93	1035	1285	\$982.50
21	AC	Addition to Bid Item 168-2001 (FERTILIZER)	\$244.44	0.90	0.95	\$12.22
22	MG	Addition to Bid Item 168-2001 (VEGETATIVE WATER)	\$10.75	108	114	\$64.50
23	LF	Addition to Bid Item 506-2034 (TEMPORARY SEDIMENT CONTROL FENCE)	\$2.52	2675	2975	\$756.00
TOTAL						\$57,734.01

THE NET AFFECT OF THIS CHANGE ORDER IS 22.43% INCREASE.

LINE 1 (139-9111-971.3020)	\$57,734.01	
LINE 2 (acct./work order number)		
LINE 3 (acct./work order number)		
TOTAL CHANGE ORDER	57,734.01	
ORIGINAL CONTRACT AMOUNT	\$257,443.64	
CHANGE ORDER NO. 1	1715.04	0.67%
CHANGE ORDER NO. 2	\$57,734.01	22.43% % CHANGE
REVISED CONTRACT AMOUNT	\$316,892.69	23.09% % TOTAL CHANGE
ORIGINAL CONTRACT TIME	90 Days	
Time Extension No. 1	1 Day	
Time Extension No. 2	20 Day	
Revised Contract Time	111 Days	
SUBSTANTIAL COMPLETION DATE	11-Sep-11	
REVISED SUBSTANTIAL COMPLETION DATE	2-Oct-11	

APPROVED

A/E CONTRACTOR _____ Date 8/19/11 CONSTRUCTION CONTRACTOR _____ Date 8/24/11 PROJECT MANAGER _____ Date _____	CHIEF FINANCIAL OFFICER _____ Date _____ CITY ATTORNEY _____ Date _____ CITY MANAGER _____ Date _____ MAYOR _____ Date _____ CITY SECRETARY _____ Date _____
CITY ENGINEER _____ Date 8/24/11 DEPARTMENT DIRECTOR _____ Date _____	

Bike Loop C.O. #2



Cemetery

C.O. #2

TEXAS AVE S

Arboretum

WILLIAM KING COLE DR

LEGEND

- Current Construction
- C.O. #2
- Future Crosswalks

1 inch = 100 feet

**September 8, 2011
Consent Agenda Item No. 2h
BVSWMA, Inc. FY 12 Budget and 2011 Business Plan**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion on the FY 2011-2012 BVSWMA, Inc Proposed Budget and 2011 Annual Business Plan.

Recommendation(s): Staff recommends the Council approve the FY12 BVSWMA, Inc. Proposed Budget and 2011 Annual Business Plan.

Summary: The BVSWMA, Inc proposed budget and business plan were considered and approved by the BVSWMA, Inc. Board of Directors on August 17th.

According to the BVSWMA, Inc, By-Laws and Operating Agreement, the BVSWMA budget and the business plan will be presented to the College Station and Bryan City Councils for consideration after being approved by the BVSWMA Board.

Budget & Financial Summary: The FY12 BVSWMA, Inc. Proposed Budget Revenue is \$6,559,750 and the Expenses are \$11,063,969.

Attachments: N/A

September 8, 2011
Consent Agenda Item No. 2i
FM 2818 – Villa Maria Transmission Line Adjustment
Project Number WF1344704

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion rejecting invitation to bid 11-73 for the construction of the FM 2818 – Villa Maria Transmission Line Adjustment.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Staff recommends rejection of this bid.

Summary: In January 2011, city staff was notified that the Texas Department of Transportation (TxDOT) was in the process of designing a grade separation at the intersection of FM 2818 and Villa Maria Road. Part of this project includes a drainage structure that will outfall into the creek on the southeast corner of FM 2818 and Villa Maria Road in TxDOT's right-of-way. The city's 30-inch raw water transmission line crosses the creek in this location, and is in conflict with TxDOT's proposed storm water outfall structure. The city retained a consultant to prepare construction drawings to lower the existing raw water line at the point of conflict and advertised for construction bids.

During the bidding phase of the project to adjust the 30-inch pipeline at the creek crossing, staff was notified by TxDOT that the proposed grade separation will also result in the construction of an embankment directly over another section of the existing 30-inch transmission water line under FM 2818 on the south side of Villa Maria. An analysis was conducted to confirm that the existing casing support this segment of the pipe will not support the additional static loading added by the embankment. This created a second conflict between the existing 30-inch water line and the proposed grade separation, and caused staff to develop an alternative solution that will address both conflicts.

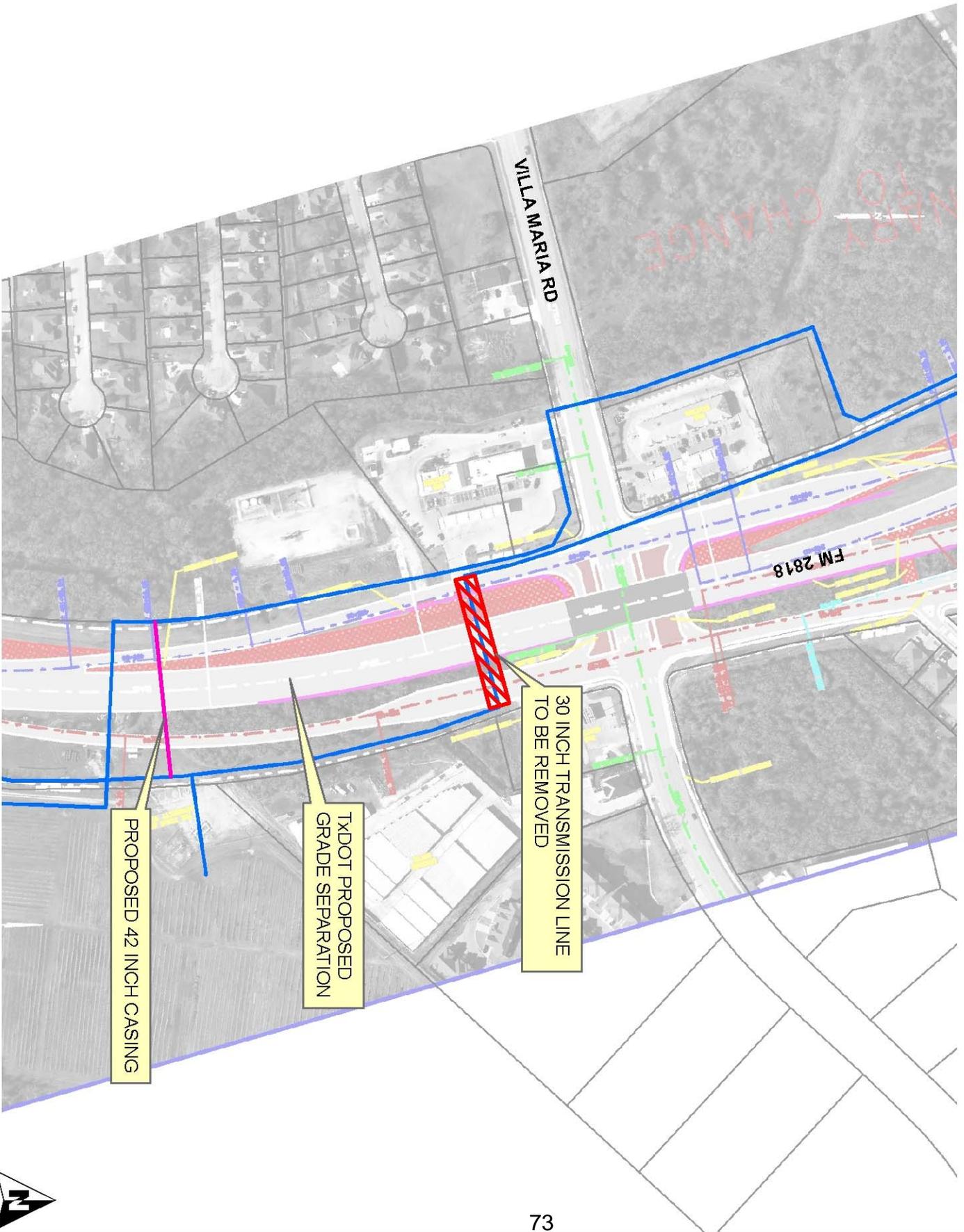
The solution to address both conflicts was to relocate a segment of the pipeline south of Villa Maria. On July 14, 2011, council approved an Advance Funding Agreement between the city and TxDOT in the amount of \$115,700 to install steel casing under FM 2818 as part of the grade separation project, which will decrease the cost of the 30-inch transmission line relocation south of Villa Maria. The portion of the 30-inch transmission line that was included in this bid will be removed from the system in the near future as part of the pipeline relocation; therefore, the project to lower the 30-inch transmission line at the creek crossing is no longer needed.

Budget & Financial Summary: Funds in the amount of \$251,429 are included for this project in the Water Capital Improvement Projects Fund, and \$115,700 have been spent or encumbered to date. The remaining \$135,729 will be spent on the cost to relocate the 30-inch pipeline relocation.

Attachments:

1. Project Map
2. Bid Tabulation

FM 2818 - VILLA MARIA TRANSMISSION LINE ADJUSTMENT





City of College Station - Purchasing Division
Bid Tabulation for #11-73
"Transmission Line Adjustment South of Villa Maria Road"
Open Date: Tuesday, May 17, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Elliott Construction (Wellborn, TX)		Garney Construction (Kansas City, MO)		OCC Construction Corp. (College Station, TX)		Lewis Contractors, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID											
1	1	LS	Mobilization/Demobilization	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$8,845.25	\$8,845.25	\$10,000.00	\$10,000.00
2	240	LF	Trench Safety Systems	\$5.00	\$1,200.00	\$1.00	\$240.00	\$30.00	\$7,200.00	\$30.00	\$7,200.00
3	1	LS	Traffic Control Plan	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00
4	1	LS	Clearing	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$3,450.00	\$3,450.00	\$10,000.00	\$10,000.00
5	242	SY	Hydromulch Seeding	\$2.50	\$605.00	\$0.30	\$72.60	\$1.75	\$423.50	\$5.00	\$1,210.00
6	1	LS	Erosion and Sedimentation Control	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$1,440.00	\$1,440.00	\$7,500.00	\$7,500.00
7	2	EA	Concrete Collar	\$2,100.00	\$4,200.00	\$1,500.00	\$3,000.00	\$3,750.00	\$7,500.00	\$2,500.00	\$5,000.00
8	160	LF	30" Piping with Restrained Joints	\$335.00	\$53,600.00	\$487.00	\$77,920.00	\$350.66	\$56,105.60	\$450.00	\$72,000.00
9	80	LF	Install 30" Carrier Pipe with Restrained Joints with Spacers in Casing	\$385.00	\$30,800.00	\$163.00	\$13,040.00	\$374.35	\$29,948.00	\$495.00	\$39,600.00
10	80	LF	Casing for 30" Carrier Pipe by Open Cut (including carrier pipe)	\$345.00	\$27,600.00	\$452.00	\$36,160.00	\$297.75	\$23,820.00	\$400.00	\$32,000.00
11	4	EA	30"-11.25 Degree Bends (Restrained)	\$4,135.00	\$16,540.00	\$3,500.00	\$14,000.00	\$5,067.56	\$20,270.24	\$4,250.00	\$17,000.00
12	2	EA	30" Restrained Couplings	\$4,380.00	\$8,760.00	\$5,600.00	\$11,200.00	\$5,014.00	\$10,028.00	\$7,000.00	\$14,000.00
13	240	LF	Remove and Dispose of Existing 30-inch Waterline	\$20.00	\$4,800.00	\$2.00	\$480.00	\$34.04	\$8,169.60	\$35.00	\$8,400.00
14	1	EA	Drain / Blowoff Station	\$10,475.00	\$10,475.00	\$9,000.00	\$9,000.00	\$4,031.26	\$4,031.26	\$15,000.00	\$15,000.00
TOTAL BASE BID (ITEMS 1-14)				\$174,580.00		\$192,812.60		\$185,931.45		\$243,910.00	
ADD/DEDUCT ITEMS											
A.1	100	Cu. Yd.	Additional Granular Bedding	\$8.00	\$800.00	\$11.00	\$1,100.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00
A.2	35	SY	Pavement Replacement	\$80.00	\$2,800.00	\$50.00	\$1,750.00	\$100.00	\$3,500.00	\$125.00	\$4,375.00
BASE BID PLUS ALL ALTERNATES				\$178,180.00		\$195,662.60		\$196,931.45		\$255,785.00	
Certification of Bid				✓		✓		✓		✓	
Acknowledged Addendums				✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓	

NOTES:

OCC Construction Corporation

»Bidder miscalculated Bid Items 8, 9, 13 and the Base Bid Total. The highlighted totals above are correct.

September 8, 2011
Consent Agenda Item No. 2j
Janitorial Maintenance Services Contract Renewal
and Change Order Deduction

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion renewing Contract No. 09-189 (RFP No. 09-62) for Janitorial Services for all City offices for an annual expenditure of \$199,142.44 and Deduction Change Order No. 2 in the amount of \$32,000 for a modified annual expenditure of \$167,142.44.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Staff recommends renewal of Contract No. 09-189 (RFP No. 09-62) to Professional Floor and Janitorial Services for \$199,142.44 and Deduction Change Order No. 2 in the amount of \$32,000.00 for a modified annual expenditure of \$167,142.44.

Summary: This contract is for routine, daily cleaning of all City offices, restrooms, and meeting rooms. The contract also calls for periodic window washing, floor stripping and waxing and heavy carpet cleaning. This is the second and final renewal of the agreement under the same terms and conditions previously

Locations covered under this contract include:

City Hall	Community Development	Central Park Office
Utility Customer Service	Municipal Court	Public Works
Police Department	Lincoln Center (Floor only)	Arts Council Facility
Library (Floors only)	Southwood Community Center	College Station Utilities
Carter Creek Waste Water	CSU Training Facility	Dowling Road Pump Station

In order to reduce janitorial costs, staff is proposing Deduction Change Order No. 2 in the amount of \$32,000.00 to eliminate or reduce services in the following areas:

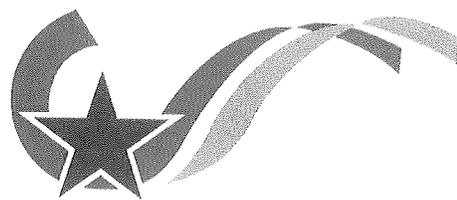
- **Private Offices, Reception areas and Meeting Rooms (\$8,000)** – Reduce dusting, spot cleaning desks, and cleaning cloth furniture and chairs.
- **Eating Areas / Breakrooms (\$5,000)** – Reduce dusting and cleaning of table pedestals/legs.
- **Exterior Windows & Glass (\$4,000)** - Reduce service from twice a year to once a year.
- **Floors, Carpet / Tile Cleaning / Waxing (\$15,000)** - Reduce unlimited requests to quarterly for heavy carpet cleaning and waxing.

The reductions will not affect sanitation levels for public restrooms, which will remain at current service levels. Additionally, office trash will still be removed on a daily basis. During this final year of the contract, staff will be monitoring the consequences of the listed reductions while developing modified specifications for the issuance of a Request for Proposals in 2012.

Budget & Financial Summary: Funds are available and budgeted in the Facilities Maintenance Division.

Attachments:

1. Renewal agreement
2. Contract 09-189 Change Order No. 2



CITY OF COLLEGE STATION
Home of Texas A&M University®

August 12, 2011

Professional Floor Service & Janitorial
ATTN: Steve Taylor
P.O. Box 4530
Bryan, TX 77805

**RE: Renewal — Contract No. 09-189; RFP No. 09-62
Annual Janitorial Maintenance Services**

Dear Steve Taylor:

The City of College Station appreciates the services provided by PROFESSIONAL FLOOR SERVICE & JANITORIAL this past year. Pending Council approval, we would like to exercise our option to renew the above referenced agreement for the term of October 1, 2011 through September 30, 2012. This is the second renewal option.

If this meets with your company's approval, please complete this renewal agreement (including notarization, and return it at your earliest convenience.

Should you have any questions, please call me at (979) 764-3557.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl K. Turney".

Cheryl K. Turney, C.P.M.
Assistant Finance Director

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.ccsix.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 09-189 (RFP No. 09-62), for Annual Janitorial Maintenance Service in accordance with all terms and conditions previously agreed to and accepted (including approved change orders) for the period beginning October 1, 2011 through September 30, 2012 in the amount of One Hundred Ninety Nine Thousand One Hundred Forty Two Dollars and 44/100 (\$199,142.44).

Professional Floor Service & Janitorial
P.O. Box 4530
Bryan, TX 77805



Steve Taylor



DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

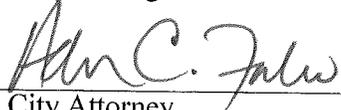
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

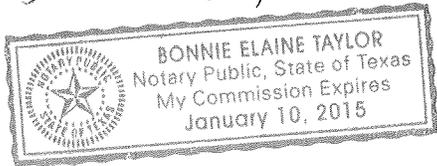
www.cstx.gov

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the 24 day of August, 2011,
by [Signature] in his/her capacity as President of
Shelby Building Maint, a TEXAS Corporation, on behalf of said corporation.



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

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2011,
by _____, in the capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

CHANGE ORDER NO. 2 Contract No. 09-189 DATE: 24 AUG 11
 P.O.# 110251 PROJECT: N/A

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

CONTRACTOR:
 Professional Floor Service
 P.O. Box 4530
 Bryan, Texas 77805

Ph: (979) 794-9600
 Fax: (979) 764-9700

PURPOSE OF THIS CHANGE ORDER:
 A. Reduce Certain Janitorial Services (See Attached Sheet)
 B.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	1	General Services				(\$8,000.00)
2	1	Eating Areas / Breakrooms				(\$5,000.00)
3	1	Exterior Windows & Glass		2XYR	1XYR	(\$4,000.00)
4	1	Floors Carpet / Tile Cleaning & Waxing		Unlimited	4XYR	(\$15,000.00)
TOTAL						(\$32,000.00)

THE NET AFFECT OF THIS CHANGE ORDER IS 0.161 % DECREASE.

LINE 1 (acct./work order number)	
LINE 2 (acct./work order number)	
LINE 3 (acct./work order number)	
TOTAL CHANGE ORDER	0.00
ORIGINAL CONTRACT AMOUNT	\$198,343.44
CHANGE ORDER NO. 1	\$799.00 0.004028366 % CHANGE
CHANGE ORDER NO. 2	(\$32,000.00) -0.16133632 % CHANGE
REVISED CONTRACT AMOUNT	\$167,142.44 -0.15730795 % TOTAL CHANGE
ORIGINAL CONTRACT TIME	
Time Extension No. 1	Days
Revised Contract Time	0 Days
SUBSTANTIAL COMPLETION DATE	30-Sep-11
REVISED SUBSTANTIAL COMPLETION DATE	30-Sep-12

APPROVED

 A/E CONTRACTOR Date

 CONSTRUCTION CONTRACTOR Date

 PROJECT MANAGER Date

 CITY ENGINEER Date

 DEPARTMENT DIRECTOR Date

 CHIEF FINANCIAL OFFICER Date

 CITY ATTORNEY Date

 CITY MANAGER Date

 MAYOR Date

 CITY SECRETARY Date

**Janitorial Maintenance Service
Elimination of Services FY 2012**

General Services Eliminated

Private Offices, Reception areas, Meeting Rooms, Drafting Rooms, Technical Areas.

Cost Savings: \$ 8,000

- 1) Empty and Damp Clean of Exterior Ash trays
- 2) Dusting of all furniture including desk, chairs, tables.
- 3) Dusting of all exposed filing cabinets, bookcases, shelves
- 4) Dust clean, & sanitize telephones
- 5) Low Dust of all horizontal surfaces to hand height (70") Including sills, ledges, molding, shelves, picture frames, ducts, etc.
- 6) High Dusting above hand height all horizontal surfaces, including shelves, moldings, ledges, & etc.
- 7) Spot cleaning of desk tops
- 8) Removal of dust & cobwebs from ceiling areas.
- 9) Spot cleaning of furniture
- 10) Vacuum of furniture & chairs

Eating Areas / Break rooms

Cost Savings: \$ 5,000

- 1) Damp cleaning of table pedestals or legs.
- 2) Exterior ash trays
- 3) Low dusting (below 36" & high dusting (above 72") of all horizontal surfaces

Exterior Windows & Glass

Cost Savings: \$ 4,000

- 1) Remove service from twice a year to once a year.

Floors Carpet / Tile Cleaning & Waxing

Cost Savings: \$ 15,000

- 1) Remove unlimited number of request for heavy carpet cleaning and tile waxing
- 2) Move Unlimited request to quarterly for heavy carpet cleaning and waxing.
(Quarterly 4X year)

Annual Elimination of Service

Total Savings \$ 32,000

**September 8, 2011
Consent Agenda Item No. 2k
Interlocal Agreement with City of Plano**

To: David Neeley, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Plano.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

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

Summary: This agreement would authorize the City of College Station and City of Plano to jointly prepare bids and proposals for the purchase of goods and services. It would also allow us to piggyback on each others bids and contracts when in our best interest. Particularly, the City of Plano has a contract with Moseley Associates for Public Safety Radio Data that staff is interested in piggybacking that will provide the City of College Station with a replacement system for wireless public safety data communications.

Budget & Financial Summary: No expenses will be incurred to approve the Interlocal Agreement. Future savings may be realized through economies of scale in administrative, advertising and other purchasing costs.

Attachments: Interlocal Agreement with City of Plano

**INTERLOCAL AGREEMENT FOR PURCHASING BETWEEN
THE CITY OF COLLEGE STATION AND CITY OF PLANO**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, City of College Station and City of Plano desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the City of College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to Article II, Section 5 of the College Station Charter;

WHEREAS, The City of College Station and City of Plano represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments to enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services, and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized under this Agreement.

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

1. City of College Station and City of Plano Purchasing Agents shall be authorized to jointly prepare bids, proposals, requests for qualifications and other procurement activity for the purchase of equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals.
2. The Purchasing Agents shall fairly distribute the bids, proposals, requests for qualifications and other purchases to be made and the cost of advertising shall be borne equally by each entity, whenever joint purchasing is undertaken.
3. The City of College Station and City of Plano Purchasing Agents shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids, proposals and request for qualifications and other procurement activity as may be required for the purchase of any equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt

from competitive bidding/proposals. The City of College Station and City of Plano shall share equally any and all cash rebates related to any joint purchases pursuant to this Agreement.

4. Each entity shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective entity.

5. Participation of either entity in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either entity from purchasing or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

6. Each entity shall ensure that all applicable laws and ordinances have been satisfied.

7. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2011. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 8 or 9.

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

9. **Termination.** This Agreement may be terminated at any time by the City of College Station or City of Plano, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 12 herein.

10. **Hold Harmless.** The City of College Station and City of Plano agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.

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

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

City of College Station:
Fiscal Services - Purchasing Division
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

City of Plano
Chief Purchasing Officer
City of Plano Municipal Center
1520 Avenue K #370
Plano, Texas 75074

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

14. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

15. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.

16. **Place of Performance.** Performance and all matters related thereto shall be in Collin County, Texas, United States of America and venue for any dispute arising out of this agreement shall be in Collin County, Texas, United States of America.

17. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

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

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

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

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

CITY OF COLLEGE STATION

CITY OF PLANO

BY: _____
Mayor

BY: Diase Palmer-Borch

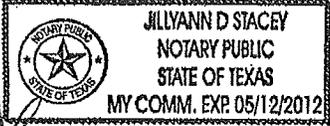
DATE: _____

DATE: 8-22-11

ATTEST:

ATTEST:

City Secretary


Jillyann D Stacey

APPROVED:

City Manager

Alan C. Fazio

City Attorney

Chief Financial Officer

September 8, 2011
Consent Agenda Item No. 2L
Ambulance Billing Services

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director, Business Services

Agenda Caption: Presentation, possible action and discussion on a contract renewal for year 3 to provide ambulance billing services with Emergicon in an amount not to exceed \$85,000.

Relationship to Strategic Goals: Goal I. 1 Spending taxpayer money efficiently.

Recommendation(s): Staff recommends approving the contract amendment and renewal with Emergicon, LLC.

Summary:

In June 2009, staff solicited proposals for ambulance billing services. A total of 7 responses were received. Interviews with a staff team were held with 3 firms, and Emergicon was the top ranked firm.

Staff recommended and on September 10, 2009, City Council approved contracting with Emergicon for one (1) year with the option of renewing for two (2) additional one (1) year terms to be awarded one (1) year at a time (not to exceed 3 years total). Any renewal options are subject to an annual performance review and recommendation of the City of College Station Fiscal Services Department.

Staff recommends awarding the contract renewal.

Budget & Financial Summary: Funds are available and budgeted in the General Fund, Fiscal Services Department, Accounting Division.

This fiscal year through August 15, 2011, Emergicon has collected \$1,215,960 in ambulance fees. This is \$175,960 over the amount budgeted for this fiscal year and over a half a million dollars over what was budgeted in the fiscal year ended September 30, 2010. Emergicon is paid a 5% commission based on fees collected.

Attachments:

1. Renewal Agreement



CITY OF COLLEGE STATION

the heart of the Research Valley

ATTN: Christopher Turner
Emergicon
PO Box 180446
Dallas, Texas 75218

RE: Contract #09-260; Ambulance Billing Services, Renewal #2

Dear Mr. Turner:

The City of College Station appreciates the services provided by Emergicon this past year. We would like to exercise our option to renew the above referenced agreement for the term of September 14, 2011 through September 14, 2012.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it as soon as possible. We will then issue your company a new purchase order effective September 14, 2011 through September 14, 2012.

Should you have any questions, please call me at (979) 764-3552.

Sincerely,

Brandi Whittenton

Brandi Whittenton
Assistant Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

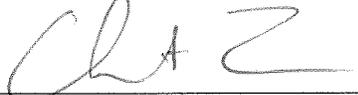
www.csix.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew contract number 09-260 for Ambulance Billing Services in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning September 14, 2011 through September 14, 2012

Emergicon



AUTHORIZED REPRESENTATIVE

5 Aug 2011

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

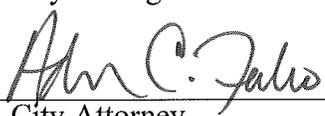
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

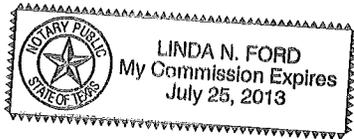
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____

This instrument was acknowledged on the 9 day of August, 2011,
by Christopher Turner in his/her capacity as CEO of
Erangor LLC, a TEXAS Corporation, on behalf of said corporation.



Linda Ford
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2011,
by Nancy Berry, in her capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

**September 8, 2011
Consent Agenda Item No. 2m
Annual Water Meters**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action and discussion on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract. Based on the attached contract unit pricing, the estimated annual expenditure for water meters is: \$382,978.41.

Relationship to Strategic Goals: Financially sustainable city providing response to core services and infrastructure.

Recommendation(s): Staff recommends approval to purchase water meters from Aqua Metric Sales Company through the HGAC contract.

Summary: Water meters will be purchased, stocked in the Water/Wastewater inventory, and expensed as necessary for the ongoing water meter replacement program.

Aqua Metric Sales Company is the HGAC contract dealer for Sensus IPERL and OMNI water meters. Products and services offered through HGAC have been subjected to either the competitive bid or competitive proposal format based on Texas statutes under the Local Government Code Chapter 252.

Meter Type	Item Number	Estimated Annual Usage	Unit Cost	Extended Cost
5/8" x 3/4" (IPERL)	890-045-00018	1500	\$121.49	\$182,235.00
1" (IPERL)	890-045-00019	225	\$173.49	\$39,035.25
1 1/2" Compound (OMNI C2)	890-045-00053	100	\$1,050.40	\$105,040.00
2" Compound (OMNI C2)	890-045-00012	5	\$1,212.00	\$6,060.00
2" Turbine (OMNI T2)	890-045-00015	2	\$852.66	\$1,705.32
3" Compound (OMNI C2)	890-040-00013	2	\$1,535.20	\$3,070.40
3" Turbine (OMNI T2)	890-040-00016	2	\$1,062.55	\$2,125.10
4" Compound (OMNI C2)	890-045-00014	2	\$2,666.40	\$5,332.80
4" Turbine (OMNI T2)	890-045-00017	2	\$2,068.55	\$4,137.10
6" Compound (OMNI C2)	890-045-00052	2	\$4,605.60	\$9,211.20
3" Hydrant Meter	890-045-00049	24	\$1,042.76	\$25,026.24

Total Annual Cost of Meters: \$382,978.41

Budget & Financial Summary: Funds are budgeted and available in the Water/Wastewater Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: HGAC Contract Pricing Worksheet



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: **WM08-10**

Date Prepared: 8/11/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of College Station	Contractor:	Aqua-Metric Sales Company
Contact Person:	Lisa Davis/Butch Willis	Prepared By:	Lee Goodson
Phone:		Phone:	903-520-8950
Fax:		Fax:	210-967-6305
Email:	ldavis@cstx.gov	Email:	lee.goodson@aquametric.com

Catalog / Price Sheet Name:	Sensus Meter Pricing
General Description of Product:	Sensus Iperls

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	3/4" Sensus Iperls PC 17 L PL Page 3	121.49	121.49
1	1" Sensus Iperls PC 17 L PL Page 3	173.49	173.49
1	1.5" OMNI C2 PC 17 K PL Page 10	1,050.40	1050.4
1	2" OMNI T2 PC 17 K PL Page 10	852.66	852.66
1	2" OMNI C2 PC 17 K PL Page 10	1,212.00	1212
1	3" OMNI T2 PC 17 K PL Page 10	1,062.55	1062.55
1	3" OMNI C2 PC 17 K PL Page 10	1,535.20	1535.2
1	4" OMNI T2 PC 17 K PL Page 10	2,068.55	2068.55
1	4" OMNI C2 PC 17 K PL Page 10	2,666.40	2666.4
1	6" OMNI C2 PC 17 K PL Page 10	4,605.60	4605.6
1	3" W125 FH Meter w/ Couplings PC 17 C PL Page 14/15	1042.76	1042.76
			0
Total From Other Sheets, If Any:			
Subtotal A:			16391.1

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:			0

Delivery Date: 2 Weeks ARO

D. Total Purchase Price (A+B+C): 16391.1

September 8, 2011
Regular Agenda Item No. 1
Public Hearing for FY 11 - FY 12 Proposed Budget

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director, Business Services

Agenda Caption: Public Hearing, presentation, possible action, and discussion on the City of College Station 2011-2012 Proposed Budget.

Recommendation(s): Hold public hearing on Proposed Budget and receive citizen input. Provide direction to staff on budget.

Summary: The City Charter requires that the City Council call and hold a public hearing on the proposed budget; and that after such public hearing, the Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%.

The Proposed Budget was presented to the City Council on August 11, 2011. Four budget workshops were scheduled to review the proposed budgets. The four workshops were held on August 15th, August 16th, August 17th, and August 18th.

On August 11, 2011, the City Council called a public hearing on the FY 11-12 Proposed Budget. A notice announcing the public hearing was published in accordance with City Charter and State Law requirements.

The FY 2011-2012 Budget is scheduled to be adopted on September 22, 2011.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$209,313,406
<u>Subtotal Capital:</u>	<u>37,349,793</u>
Total Proposed Budget:	\$246,663,199

Attachments: Please bring Proposed FY 11-12 Budget.