



College Station, TX

Meeting Agenda
City Council Regular - Amended
1101 Texas Ave, College Station, TX 77840
Internet: <https://zoom.us/j/96728393278>
***Phone: 888 475 4499 and Meeting ID: 967 2839 3278**

August 12, 2021

4:00 PM

City Hall Council Chambers

This meeting will offer both in-person and remote participation following both the City's Guidelines for in-person, virtual attendance, and the speaker protocol in the agenda. The city uses a third-party vendor to help host the meeting and if the call-in number is not functioning access will be through the internet link only.

- 1. Call to Order.**
- 2. Executive Session is Closed to the Public and Will Be Held in the Administrative Conference Room. The Open Meeting Will Resume No Earlier Than 5:00 PM.**

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

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed.

Litigation

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas
- McCorry Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas
- Kenneth Foley v. City of College Station

Real Estate {Gov't Code Section 551.072};

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- Property located generally at the intersection of State Highway 6 and Harvey Road in College Station.

Personnel {Gov't Code Section 551.074}:

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Manager
- b. Council Self Evaluation

3. Reconvene from Executive Session and Take Action, if Any.

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session shall register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals must register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council through the use of a translator may speak for six (6) minutes. At the (3) minute mark the City Secretary will announce that the speaker must conclude their remarks.

5. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

6. Workshop Items.

- 6.1. Presentation, discussion, and possible action regarding cluster subdivisions and ways to increase their use.

Sponsors: Rachel Lazo

Attachments: None

7. Consent Items.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

7.1. Presentation, discussion, and possible action of minutes for:

- July 19, 2021 Special "Budget" Meeting
- July 20, 2021 Special "Budget" Meeting
- July 22, 2021 Council Meeting
- July 27, 2021 Special Meeting
- August 3, 2021 Special Meeting

Sponsors: Tanya Smith

- Attachments:
1. BUDWKSHP071921 DRAFT Minutes
 2. BUDWKSHP072021 DRAFT Minutes
 3. CCM072221 DRAFT Minutes
 4. SPW072721 DRAFT Minutes
 5. SPW080321 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding the first of two renewals of a contract with Engineering Consultants, Inc. for an annual amount not-to-exceed \$600,000 for electrical engineering services.

Sponsors: Timothy Crabb

- Attachments:
1. 20300596R1 ECI Renewal Memo

7.3. Presentation, discussion, and possible action regarding Change Order 2 in the amount of \$93,440 with Halff Associates, Inc for the Barron/Capstone Realignment project.

Sponsors: Emily Fisher

- Attachments:
1. Change Order Form #2-6152021
 2. Project Map

7.4. Presentation, discussion, and possible action on an ordinance amending Chapter 2, "Administration," Art. V, "Finance," Division 2 "Fees, Rates and Charges," Section 2-118 by amending certain sections relating to fees.

Sponsors: Mary Ellen Leonard

- Attachments:
1. CH 2 Admin Sec 2-118 Ord Amend - Final (1)

7.5. Presentation, discussion, and possible action on an ordinance amending Chapter 40 "Utilities", Article I "In General" regarding utility meters.

Sponsors: Mary Ellen Leonard

- Attachments:
1. CH 40 Art I Utility Ord Amend 6-18-21

7.6. Presentation, discussion, and possible action on an ordinance amending Chapter 103, "Building Regulations," Article V, "Single-family and Duplex Unit Rental Registration," Section 103-248 by amending certain sections relating to fees.

Sponsors: Mary Ellen Leonard

- Attachments:
1. CH 103 Sec 103-248 Permit Fees Ord Amend - Final

7.7. Presentation, discussion, and possible action on the BVWACS Annual Operating and Maintenance and Capital budget.

Sponsors: Sam Rivera

Attachments: 1. FY2022 BVWACS APPROVED BUDGET OVERVIEW
2. FY2022 BVWACS APPROVED BUDGET ALLOCATIONS

7.8. Presentation, discussion, and possible action regarding approval of an annual blanket price agreement for emergency medical supplies with Bound Tree Medical, LLC for an estimated annual expenditure of \$120,000.

Sponsors: Richard Mann

Attachments: 1. 21300615
2. City of Midlothian and Bound Tree

7.9. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with CTTV, LLC dba Team 3 Rentals for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Pete Caler

Attachments: 1. 21300580 CTTV LLC dba Team 3 Rentals and Service 6-21-21 (final1)

7.10. Presentation, discussion, and possible action regarding the first renewal of a service contract between the City of College Station and Rios Tree Services, Inc., for an annual amount not to exceed \$150,000 for tree trimming and removal services.

Sponsors: Pete Caler

Attachments: 1. 20300523R1 Rios Tree Services Renewal Letter-1

7.11. Presentation, discussion, and possible action on approving an annual contract not-to-exceed \$102,550 with Buyers Barricades Houston for the 2021 TAMU Football Post Game Day Traffic Control.

Sponsors: Troy Rother

Attachments: None

7.12. Presentation, discussion, and possible action regarding the first renewal of a contract for Overhead Electric Distribution Construction and Maintenance to Southern Electric Corporation of Mississippi for an amount not to exceed \$750,000.

Sponsors: Timothy Crabb

Attachments: 1. 20300550R1 Renewal Memo

7.13. Presentation, discussion, and possible action on an amendment adding Burleson County to the BVWACS Partnership and BVWACS Managing Entity Agreements.

Sponsors: Sam Rivera

Attachments: 1. College Station - BVWACS Partnership Agreement Amendment For Execution
2. College Station - BVWACS Managing Entity Agreement For Execution

- 7.14. Presentation, discussion, and possible action regarding an agreement between the City of College Station and Union Pacific Railroad Company to construct a railroad crossing at the intersection of Deacon Drive and FM 2154 and closing the existing crossing at Cain Road and FM 2154.

Sponsors: Emily Fisher

Attachments: 1. Project Map
2. 3168-77 Public Highway At Grade Crossing-signal (31620)

8. Regular Items.

- 8.1. Public Hearing, presentation, discussion, and possible action on the City of College Station 2021 advertised ad valorem tax rate of \$0.534618 per \$100 valuation resulting in an increase in tax revenues.

Sponsors: Mary Ellen Leonard

Attachments: None

- 8.2. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2021-2022 Budget; and presentation, discussion, possible action ratifying the property tax revenue increase reflected in the budget.

Sponsors: Mary Ellen Leonard

Attachments: 1. Appendix A1 - FY21 Budget Adoption Ordinance

- 8.3. Presentation, discussion, and possible action on approval of an ordinance adopting the City of College Station 2021-2022 ad valorem tax rate of \$0.534618 per \$100 assessed valuation, the debt service portion being \$0.216442 per \$100 assessed valuation and the operations and maintenance portion being \$0.318176 per \$100 assessed valuation.

Sponsors: Mary Ellen Leonard

Attachments: 1. Appendix A2 - FY22 Tax Rate Ordinance

- 8.4. Presentation, discussion, and possible action on resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas.

Sponsors: Mary Ellen Leonard

Attachments: 1. FY 21-22 Fee Resolution Final 8-12-21 Clean
2. Fee Resolution Summary for Council - 08.12

- 8.5. Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

Sponsors: Bryan Woods

Attachments: 1. Disaster Declaration Renewal Ordinance 8-12-21

9. Council Calendar - Council May Discuss Upcoming Events.

10. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

11. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

13. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on August 9, 2021 at 10:30 a.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive

notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

August 12, 2021

Item No. 6.1.

Presentation, discussion, and possible action regarding an update on cluster subdivisions.

Sponsor: Rachel Lazo

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding cluster subdivisions and ways to increase their use.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Neighborhood Integrity
- Diverse & Growing Economy
- Sustainable City

Recommendation(s): Receive the presentation and provide direction to staff.

Summary: At the May 27, 2021, City Council meeting, Councilmember Maloney requested an update on cluster subdivisions and ways to incentivize them. Staff will provide a presentation on the background on the cluster subdivision process in College Station and some potential ways to increase their use.

Budget & Financial Summary: N/A

Attachments:

None

**August 12, 2021
Item No. 7.1.
Council Minutes**

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- July 19, 2021 Special "Budget" Meeting
- July 20, 2021 Special "Budget" Meeting
- July 22, 2021 Council Meeting
- July 27, 2021 Special Meeting
- August 3, 2021 Special Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. BUDWKSHP071921 DRAFT Minutes
2. BUDWKSHP072021 DRAFT Minutes
3. CCM072221 DRAFT Minutes
4. SPW072721 DRAFT Minutes
5. SPW080321 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL (BUDGET) MEETING
VIA IN-PERSON & TELECONFERENCE
CITY OF COLLEGE STATION
JULY 19, 2021

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton – via remote
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant City Manager
Mary Ellen Leonard, Finance Director
Carla Robinson, City Attorney
Mary Ann Powell, Deputy City Attorney
Tanya Smith, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Budget Workshop of the College Station City Council was called to order by Mayor Karl Mooney via In-Person and Teleconference at 1:03 p.m. on Monday, July 19, 2021 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

No Executive Session was held.

3. Take action, if any, on Executive Session,

No Executive Session was held.

4. Special (Budget) Agenda

4.1 Presentation, possible action, and discussion on the FY 2021-2022 Proposed Budget.

Bryan Woods, City Manager, provided housekeeping items and explained the overall format for the budget workshops:

- Revenue Overview
- Recurring Expense Requests
- One-Time Expense Requests
- Fund Balance & Future Years
- Proposed Property Tax Rate

Jeff Kersten, Assistant City Manager and Mary Ellen Leonard, Finance Director, provided a review of the proposed FY21-22 budget and citywide budget issues. The proposed FY21 budget is \$353,737,474; this is 15.4% increase over last year's proposed budget. A Public Hearing for the Budget will be held on Thursday, August 12, 2021 at 6:00 pm. Key decision points include public safety, maintenance needs, capital project planning and funding, compensation and benefits, wastewater rate increase, service level increases to address growth and maintenance needs; and the proposed tax rate is 53.4618 cents per \$100 of assessed valuation and which is the same cents per \$100 assessed valuation as the FY21 overall tax rate. The budget and tax rate are scheduled to be adopted September 26th.

Mr. Kersten presented to Council an overview of the continued population growth in the city. The estimated City population is 125,881 as of May 2021. College Station has the third lowest unemployment rate in Texas at 5.5% as of March 2021. Travelers to Easterwood Airport have increased 67% year over year for FY21, trending towards pre-pandemic levels. According to the Texas Health & Human Services COVID-19 50.84% of the State over the age of 12 is considered fully vaccinated. In 2019, Texas A&M indicated that ~18% of students could be housed on-campus with the remaining 82% housed off campus.

Property Tax Assumptions

- Estimated Taxable value \$10.73 billion
- 5.75% overall increase in taxable value over last year
 - ✓ Existing value increase is 3.92%
 - ✓ New Value increase 1.83%
- Percentage of Taxable Property by Type
 - ✓ 16.5% Commercial
 - ✓ 17.6% Multi-family
 - ✓ 17.2% All other including exempt
 - ✓ 46.9% Residential
 - ✓ 1.8% New Value

FY22 Sales Tax Revenue Estimate (\$3.0 Million over Actual FY20 Receipts)

- FY20 to FY21 Year End Variances
 - ✓ \$2.2 Million Over Fy20 Receipts
- \$555 thousand from "Wayfair" agreement including single local rate payers
- \$452 thousand, net from top 12 taxpayers
- \$385 thousand from Comp Plan regions with ~1/3 each from Post Oak Mall businesses and businesses on G. Bush to SW Parkway
- \$266 thousand from new businesses in FY21

Transfers \$4.3m, net

- Primarily transfers into General Fund for Replacement Purchases and out of General Fund for shared departmental costs

Utility Transfer \$14.5m

No change from prior year

- Electric 9%
- Water 10%
- Wastewater 10%
- Solid Waste 10%

All Other \$15.3m

- Midtown Land Sale = \$3.2M
- Ambulance Charges = \$2.4M
- Court Fines = \$2.3M
- Licenses & Permits = \$1.6M
- All Other = \$5.8M

FY22 Fee Adjustments – Proposed General Fund Fee Changes

Planning (CPI-U Indexed)

- Rate tied to CPI-U for all sections administered by Department
- Increase thru Dec 2020 of 1.7%
- Anticipating increase for FY23 of ~5% or more

Parks (Added Cemetery Dual Columbaria Niche)

- Rates typically change in the late wintertime frame annually

Fire (No FY22 Rates Changes)

- Clarified 2 person minimum to standby special events
- Ambulance Billing contract is out for bid currently

Fiscal Services (No FY22 Rates Changes)

- Court Fees are primarily determined by the State Legislature
- Clarified Consolidated Court fee.
- No change in rate
- Clarified NSF and Notary fee.
- No Change in rate

Coronavirus Grant Receipts TDEM, CARES and ARPA Funds are included in a Special Revenue Fund

Allocations

- \$6.4 million CARES received in FY20 and FY21
- \$2.12million CDBG received in FY20 and FY21
- \$29.48 million ARPA allocated for FY21 to FY24

Community Grants

- \$1.7 million sub-granted to the community Hospitals
- \$1.52 million expended on CDBG community needs

Assigned Reserves

- \$4.3 million of the funds are currently held in Special Revenue Account for future needs

GENERAL FUND EXPENDITURE OVERVIEW

Mary Ellen Leonard, Finance Director, explained that in the General Fund alone, approximately 74% of total operating and maintenance expenditures are salaries and benefits. Fixed Costs, which are Maintenance, Utilities, and Miscellaneous expenses for City Facilities are made up of 10%, Professional, Purchased Services, and Supplies at 11% consist of Temporary Help, Contractual Services for studies, annual services, and departmental supplies, lastly Replacement Costs is 5% the Charges to the departments for future equipment and expenses for current equipment.

Mrs. Leonard stated that the General Fund is the chief operating fund and primary governmental fund of the City of College Station that includes: The Police and Fire that is made up 50.6% of the total General Fund and General Fund Expenditures. The other departments that make up is General Fund are: Public Works 9%, Parks 11.5%, Planning 4.7%, Information Technology 7.2%, Fiscal Services 5.3%, and General Government 11.7%.

FY22 Recurring Additions - All Departments Received 75% of the Reduction of Expenses from Covid-19

Police

- 2 Detectives with Vehicles for CID
- 1 Sergeant with Vehicle for CID
- Upgrade to Patrol Fleet

Fire

- 5th Ambulance Overtime Staffing

Fleet Maintenance

- Fleet Service Technician

Community Services

- 1 Code Enforcement Officer

City Hall

- Overtime for PD to staff Security at City Hall
- 2 Custodians for City Hall

FY22 One-Time Additions – Paid from Fund Balance

Police

- CSTEP Ticket Writers
- Extended Range Impact Weapons

Fire

- 5th Ambulance
- Diesel Exhaust Removal System

Public Works

- Facility Maintenance Corrective Increase
- Traffic Calming
- Tree Spade
- Signal Camera Replacement

Parks

- Reaccreditation
- Library Materials Cemetery Software

Planning

- Comprehensive Plan Implementation
- Redevelopment Area Planning
- Computer Upgrades

IT

- Beyond Trust Password Safe
- System Center Configuration Manager (SCCM) Reconfiguration
- Camera Maintenance

Fiscal

- Temporary Help for Court Software Upgrade

General Government

- HR Compensation Survey

Fleet

- 2 Laptops

At 2:42 p.m., the Mayor recessed the Special (Budget) Workshop.

The Special (Budget) Workshop reconvened at 2:57 p.m.

FY22 Compensation - All FY21 Frozen Positions added back in FY21 Budget Amendment #3

Non-step cost of Living Adjustment is a 3% scale adjustment has been allotted for all employees that are not uniformed; Public Safety (Step) Employees Cost of Living Adjustments is a 3% scale adjustment has been allotted for all step-plan based, (primarily uniformed) employees. Step increases are included as earned; and Non-Step One-Time Merit Based Bonus Pool, a one-time expense of 3% has been allotted for a merit-based bonus pool for non-step employees.

The FY22 Benefits / Insurance Funds is 10% Healthcare estimate, and the contract is currently out for bid to try and lower the cost. As of now there is no significant changes to the workman's comp, unemployment, and property and casualty.

FY22 General Fund Assigned Balances (Total Assigned Balance = \$13.2m)

- Key Assumptions – Assigned Fund Balance
- Reserve for Future Operational Needs - \$3.8M
- Transfer to CIP - Midtown Business Park Improvements - \$3.1M
- Additional reserve for Bond Rating - \$3.0M
- Accounting items (Tyler Credits & Court Transfer)- \$575K
- IT Replacement Transfer - \$2M
- TDEM Grant Funds – transferred to separate fund
- Misc Council Requests - \$575K

General Fund Five Year Forecast

	FY22 Proposed	FY23	FY24	FY25	FY26	FY27

Reserve for Future Operational Needs	\$ 3,810	\$ 5,320	\$ 6,830	\$ 8,350	\$ 9,880	\$ 11,410
Additional reserve for Bond Rating	\$ 3,070	\$ 3,110	\$ 3,190	\$ 3,270	\$ 3,350	\$ 3,440
Technology / Account Items	\$ 2,580	\$ 2,200	\$ 2,000	\$ 2,000	-	-
Future Economic Development	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150
Misc. Council Requests	\$ 580	-	-	-	-	-
Total Assigned Fund Balance	\$ 10,190	\$ 10,780	\$ 12,170	\$ 13,770	\$ 13,380	\$ 15,000
Ending Unassigned Fund Balance	\$ 26,930	\$ 26,890	\$ 26,270	\$ 26,190	\$ 28,570	\$ 29,060
Total Reserve %	38.62%	38.95%	38.82%	39.37%	40.33%	41.66%
Unassigned Reserve %	23.48%	21.59%	21.36%	20.70%	20.79%	23.80%

The proposed budget recommends a tax of 2.8777 cents per \$100 of assessed valuation. The proposed tax rate is 53.4618 cents per \$100 assessed valuation with the Maintenance and Operations rate being 31.8175 cents per \$100 assessed valuation; and the Debt Service rate being 21.6443 cents per \$100 assessed valuation.

No-New-Revenue and Voter Approval Rates not available from Tax Assessor/Collector until July 25, 2021

	Current Rate	Change	Proposed FY22
Debt Service Fund	21.6443	(0.0000)	21.6443
General Fund	31.8175	0.0000	31.8175
<i>Total</i>	53.4618	0.0000	53.4618
Estimated No New Revenue Rate	54.1991		51.5979
Estimated Voter Approval Rate	56.9888		59.0287

*** Estimated** Rates above are stated cents per \$100 assessed valuation

FY22 Proposed Budget Next Steps

- Valuations from BCAD from April 30th to July 25th
- Special Council Meeting - Budget Public Hearing - July 27th
- Special Council Meeting- Call Tax Rate Public Hearing -August 3rd
- Budget and Tax Rate Adoption, Election - August 12th
- Budget and Tax Rate Adoption, No Election - August 26th

At 3:57 p.m., the Mayor recessed the Special (Budget) Workshop.

The Special (Budget) Workshop reconvened at 4:13 p.m.

ENTERPRISE FUNDS

Erik Walker, Budget Manager, provided Enterprise funds summaries that total \$146,587,462; along with Service Level Adjustments (SLAs) and proposed projects:

The Electric Fund: Cost Per Meter Absorbed by City \$1,108. Cost of Winter Storm to date \$48,333,000:

- Power Supply Replacement Cost = \$13,665,000
- Ancillary Costs = \$34,678,000

Amount and due date of Uplift - Total amount of charges is not known; Rule is subject to change by Governor and / or TX Legislature; Uplift Charges (max \$15.0m) - ERCOT rules currently allow for charges from bankrupt companies to be spread across remaining users at \$2.5M per month. It will take 96 years for the Uplift charges to be paid; and Pass-thru charge to customer - If uplift charges get passed to the City, we will need to pass through those charges to customers to maintain financial stability, and charges will appear as a separate line on the bill.

Impact of Winter Storm Uri Impact on Reserve Balance – Electric working Capital 2004-2026. In 2004 the reserve balance was around \$10M, the highest amount was in 2020, roughly between \$50M and \$60M but the forecast shows that by 2026 the amount is around \$30M.

The Water Services Operations: neither COVID-19 nor Winter Storm URI significantly affect operations.

Water System

- 43 employees
- 40,356 connections
- Average consumption 12 MGD
- 10 wells with capacity of 35 MGD per day

Wastewater System

- 47 employees
- 43,169 connections
- 381 linear miles of sanitary sewer
- 3 treatment plants with capacity of 11.5 MGD

Mr. Walker explained that all FY22 Major Enterprise Fund Requests with departments will receive back 75% of the reduction of expenses from COVID-19.

Electric (One-Time)

- 2 4x4 Trucks

Wastewater (One-Time)

- Laboratory Software
- Industrial Pretreatment Program Study

Minor Enterprise Funds Requests

Solid Waste (Recurring)

- Front End Loader Operator and Vehicle
- Vehicle Routing System

Northgate (One-Time)

- Pay Stations Replacement
- Street Meter Dome Replacement

Drainage (One-Time)

- 4 Yard Dump Truck

Roadway Maintenance Fee and UCS

Roadway Maintenance

- No requests

Utility Customer Service

- Call Center Recording Software (Recurring)
- Temporary Help for System Upgrade

Mr. Walker summarized the proposed Utility Rate/Fee Changes. On the Water and Wastewater rates is waiting on the rate study decision. The Electric Rates there were TDA reclassifications, such as reclassifications to better account for Transmission Delivery Adjustment and possible change if Uplift charges from Winter Storm are revised but no overall FY22 changes.

Northgate Parking

- All Rates to Increase to competing levels with University Garages

Solid Waste

- Rate tied to CPI-U
- Increase thru Dec 2020 of 1.7%
- Anticipating increase for FY23 of ~5% or more

Drainage

- Rate tied to CPI-U
- Increase thru Dec 2020 of 1.7%
- Anticipating increase for FY23 of ~5% or more

Roadway Maintenance

- Rate tied to CPI-U
- Increase thru Dec 2020 of 1.7%
- Anticipating increase for FY23 of ~5% or more

Mary Ellen Leonard, Finance Director, presented a brief overview on the FY22 Hotel Tax Fund and the ways in which COVID-19 has impacted operations and maintenance. (\$19,554,865)

FY22 Revenues

- Exceeding budget by \$1.4M in Hotel receipts and \$427K from closing EBCS

FY21 Expenses

- Under budget in Tourism by \$1.4m because of unspent FY20 grant funding (due to COVID) that rolled over into FY21 Budget
- Grant Funding by \$323k

FY21 Fund Balance

- Budgeted (\$4.0M) use in FY21
- Projecting (\$100K) use for FY21 due to expense savings
- FTE added in FY21 Budget Amendment #3 to Tourism

FY22 Hotel Tax Expenditures

Tourism: 48.5% - 10 FTE'S and advertising expenses focusing on bringing events to College Station.

Parks & Recreation: 11.1% - Project based charges and supplies for personnel maintaining Veteran's Park and managing sporting events.

Public Communications: 3.8% - Project based charges for personnel creating advertising for sporting and other HOT events.

Grant Programs: 24.8% - of which 69% is for Sports & Tourism and the remainder is for Arts & Culture.

Collection / G&A / Contingency: 8.5% - Tax collection, Hotel Audit, shared services, and facility charges including a 3% overall fund contingency

Agency Funding: 3.3% - Arts Council, Chamber of Commerce and Veterans Memorial funding.

Capital and Preferred Access

- Texas Independence Ballpark at Midtown: \$6.8M of the estimated \$15.0M cost of construction to be paid for by Hotel Tax funds.
- Visitor Center: \$750K budgeted for renovations to the former Fire Station 1 for Tourism division.
- Preferred Access: City & County pay \$1.225M from hotel tax receipts to Texas A&M for facility access thru 2043.

5. Adjournment

MOTION: There being no further business, Mayor Mooney adjourned the budget workshop of the College Station City Council at 5:28 p.m. on Monday, July 19, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL (BUDGET) MEETING
VIA IN-PERSON & TELECONFERENCE
CITY OF COLLEGE STATION
JULY 20, 2021

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton – via remote
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant City Manager
Mary Ellen Leonard, Finance Director
Carla Robinson, City Attorney
Mary Ann Powell, Deputy City Attorney
Tanya Smith, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Budget Workshop of the College Station City Council was called to order by Mayor Karl Mooney via In-Person and Teleconference at 1:05 p.m. on Tuesday, July 20, 2021 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

No Executive Session was held.

3. Take action, if any, on Executive Session,

No Executive Session was held.

4. Special (Budget) Agenda

4.1 Presentation, possible action, and discussion on the FY 2021-2022 Proposed Budget.

Mary Ellen Leonard, Finance Director, continued with the review of the proposed FY21-22 budget and citywide budget issues.

GENERAL GOVERNMENT CAPITAL PROJECTS

Michael Dehaven, Assistant Finance Director, stated that the proposed Capital Improvements Project Budget for FY22 totals \$71.4 million for all funds that include capital projects. This is a increase of approximately \$24.7 million increase over the capital budget for FY21 yet reflects some significant capital projects scheduled to be addressed this coming year. The appropriations are intended to provide budget authorization for the contracts that are expected to be brought to Council for approval in FY22. In some cases, the expenditures related to these contracts may be spread across multiple fiscal years and, in those cases, the appropriations for the fiscal year would exceed the anticipated expenditure for the fiscal year. The appropriations on capital projects will carry forward into subsequent fiscal years. Associated operating and maintenance costs needed for the projects that will be operational in FY22 have been included in the proposed budget.

Streets

- Significant rehab and expansion projects, including railroad crossing realignments and improvements.

Sidewalks and Trails

- Lick Creek parking lot and trailhead, Hike and Bike trail improvements, Southwood and Eastgate sidewalks

Parks

- Texas Independence Ballpark at Midtown initial construction, Thomas Park rehab

Facilities

- Completion of New City Hall, Facilities Maintenance Relocation, Fleet Oil Pit and Fuel system upgrades

Technology

- Fiber Optic Infrastructure, Fleet Video system, IT Revolving projects

Transportation Impact Fees

Funds collected in a Zone can only be spent in that Zone. City waits until sufficient balance collected before transferring.

Zone A

- Expansion costs for Rock Prairie Road from State Highway 6 to Town Lake (project spans two Roadway Zones).

Zone B

- Expansion costs for Union Pacific Railroad Crossing at Rock Prairie Road (FM 2154 to Holleman).

Zone C

- Expansion costs for Union Pacific Railroad Crossing at Capstone and Barron.

Zone D

- Expansion costs for Rock Prairie Road from State Highway 6 to Town Lake (project spans two Roadway Zones).

Past transfers:

- FY19 \$525,833 for Union Pacific Railroad Crossing at Capstone and Barron
- FY21 \$520,000 (\$70,000 for Impact Fee Study Update, \$450,000 for Rock Prairie Road West Expansion project)

Debt Service Fund

Mr. Dehaven stated changes to the section titled 'Debt' since next slide talks about all CIP funds, some of which are not supported by Debt Service Fund.

FY22 Proposed Capital Funding (\$71.4M)

General Government – (\$27.6M) Continued activity on existing projects including Union Pacific Railroad Crossing Realignments, Greens Prairie Trail, WD Fitch; and Texas Independence Ballpark Construction (Phase I)

Electric – (\$13.5M) Transmission, Overhead and Underground Projects planned for cash, but now debt due to Winter Storm Uri

Water – (\$7.6M) RPR Elevated Storage Tank; Greens Prairie Water Tank Rehab; and McCulloch Utility Rehab

Wastewater – (\$22.7M) Carter Creek Diversion Lift Station and Force Main; and NE Sewer Trunkline Phase III

Significant GG projects funded by projected debt

- Specific projects (starting North and moving South, West to East):
 - ✓ ST1801 Lincoln Rehab
 - ✓ ST2003 James Parkway/Puryear Drive Rehab
 - ✓ ST2006 Jones Butler Road Extension and Roundabout
 - ✓ ST2004 Rock Prairie Road from SH6 to Town Lake
 - ✓ HM1607 Texas Independence Ballpark at Midtown
 - ✓ ST2000/ST2001 WD Fitch Rehab (Phases I & II)
 - ✓ ST1901 Greens Prairie Rehab

Mr. Dehaven explained that the Timeline for the FY21 issuance passed on June 10th and was brought back as an ordinance to authorize the sale of the certificates. The sale occurred on day after that as determined by our financial advisors. Then closed and received the funds somewhere around July 8th. We have also begun planning for a November 2022 Election, for the Election, the Council would appoint the Citizen's Advisory Committee sometime in November / December most likely.

ENTERPRISE

Electric Capital:

- Response to Winter Storm URI
 - ✓ Deferred/delayed approximately \$29 million in capital improvements; adjusted capital plan still meets regulatory requirements and community/customer needs.
- Service Delivery
 - ✓ FY22 capital plan includes improvements to feeders, Distribution Automation project to reduce outage response times, transformer and ring bus installation at Spring Creek substation
- Funding Sources
 - ✓ Originally projected to be primarily cash, FY22 capital plan projects \$13.5 million of Certificates of Obligation.
- Future Years
 - ✓ Electric will reassess deferred/delayed projects for future capital budgets.

Water / Wastewater Capital:

- Rehabilitation
 - ✓ McCulloch (W/WW)
 - ✓ Woodson Village (W/WW)
 - ✓ Lincoln Avenue (W/WW)
 - ✓ James Parkway/Puryear Drive (W/WW)
- Collection / Distribution
 - ✓ Jones Butler (W)
 - ✓ RPR Water Tower (W)
 - ✓ SH40 Water Lines (W)
 - ✓ CCWWTP Lift Station/Force Main (WW)
 - ✓ Bee Creek & NE Sewer Trunklines (WW)
 - ✓ Medical District Interceptors (WW)
- Treatment / Disposal
 - ✓ CCWWTP Centrifuge (WW)
 - ✓ LCWWTP Expansion (WW)
 - ✓ CCWWTP Blower Replacements (WW)
 - ✓ CCWWTP Cloth Filtration System (WW)

Mr. Dehaven stated that because COCS transfers Impact Fees to match eligible debt repayments, early debt repayment was not significant. Then more debt was issued for eligible projects, transfers increased. FY21-FY22 transfers using up existing fund balance generated by earlier revenue. Future eligible debt payments projected to be higher than revenues in FY23+; Water eligible debt service exceeds revenues, repayment coverage is approximately 40%; and WW coverage is between 90-99%, will go down as future debt is issued.

SPECIAL REVENUE FUNDS

Mr. Dehaven stated that Special Revenue Accounts are reserved accounts where the City can only use the funds on very specific expenses. Some of the accounts we have in this area have little

activity or no particular qualifying expense is budgeted to be paid for with those funds. Only Special Revenue Funds with significant activity were discussed for FY22.

Hotel Tax Capital Projects:

- Texas Independence Ballpark - starting construction on Phase I
- 1207 Texas Avenue Renovation - continuing design and possible construction
- FY22 Appropriations - 6.8M for Texas Independence Ballpark; \$750K for 1207 Texas Avenue Renovation

Texas Independence Ballpark at Midtown fully appropriated in FY22; budgeted in PARD CIP (CO debt funded).

Other Special Revenue Capital

Parkland

- Lick Creek Hike and Bike Trailhead and Parking Lot
- Lick Creek Hike and Bike Path Improvements
- Other projects in various Zones.

Cemetery

- Memorial Cemetery Shop

Drainage

- Culvert at Milliff and Redmond
- Storm Drain and Culvert at University Oaks and Stallings

It was stated that the Cemetery Shop paid for via debt service transfer from Memorial Cemetery Fund to Debt Service Fund. Drainage projects cash funded.

Mayor Mooney recessed the Special “Budget” Workshop at 2:39 p.m.

The Special “Budget” Workshop reconvened at 3:02 p.m.

OUTSIDE AGENCY FUNDING

Ross Brady, Budget Analyst, provided a brief overview of the outside agency funding requests and all Agencies received 100% of the reduction of expenses from COVID-19. Requests from General Fund amounted for:

Agencies with No Requested Increase:

- Arts Council (\$35,000)
- BV Economic Development Corporation (\$350,000)
- Keep Brazos Beautiful / Solid Waste Fund (\$46,730)
- Aggieland Humane Society (\$261,600)
- Noon Lions Club (\$16,500)
- Brazos County Appraisal District (\$478,029)
- Brazos County Health District (\$500,199)

HOTEL TAX FUND AGENCY FUNDING

Agencies with No Requested Increase:

- Arts Council Affiliate Funding (\$362,476)
- Arts Council Marketing / Public Art Support (\$35,500)
- Arts Council Operations and Maintenance / New Facility (\$65,024)
- B/CS Chamber of Commerce (\$25,000)
- Veterans Memorial (\$30,000)

Bryan Woods, City Manager brought forward a few requests of funding new agencies.

- Amber Alert Network Brazos Valley - Request funding of \$5,000
- United Way request funding of \$10,000 to provide rides to citizens for doctor appointments and other appointments they cannot make because of expense and no transportation.

A majority of the Council directed staff to move forward with adding \$5,000 to the budget to help fund a new agency, “Amber Alert Network Brazos Valley.”

A majority of the Council requested staff you bring back a presentation for possible funding to United Way’s for a pilot program on helping citizens with transportation to doctor appointments.

5. Adjournment.

MOTION: There being no further business, Mayor Mooney adjourned the budget workshop of the College Station City Council at 4:58 p.m. on Tuesday, July 20, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
JULY 22, 2021

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick - absent
John Crompton – via remote
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the Meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:01 p.m. on Thursday, July 22, 2021, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel the College Station City Council convened into Executive Session at 4:02 p.m. on July 22, 2021, to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
 - City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas.

B. Consultation with attorney to receive legal advice; to wit:

- Legal Advice regarding regulation of subdivisions in the extraterritorial jurisdiction.

C. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Property located generally at the intersection of State Highway 6 and Harvey Road in College Station.

D. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager
- Council Self-Evaluation

Executive Session recessed at 6:01 p.m.

3. Reconvene from Executive Session and take action, if any.

No vote or action was taken in Executive Session.

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

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, the City Council voted six (6) for and none (0) opposed, to accept Councilmember Brick's absence request for July 22, 2021. The motion carried unanimously.

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Gerald Burgner, Historic Preservation Committee Chairperson, provided a brief overview of the Historic Marker program. Mayor Mooney presented Historical Marker 107 to the Mirza family for their residence at 610 Welsh. Also present in person and by zoom were members of the Historical Preservation Committee.

6. Hear Visitors Comments

No one signed up to speak.

7. Workshop Items

7.1. Presentation, discussion, and possible action regarding whether citizens appointed to serve on City boards, commissions, and committees are subject to a code of ethics.

Carla Robinson, City Attorney, stated that during the past few months the City Council has focused discussions on ethical requirements for City Council members. In the 'Future Agenda Items' portion of the July 8, 2021, council meeting, the City Council directed the City Attorney to provide information regarding whether citizens appointed by the City Council to serve on a city board, commission, or committee are subject to a code of ethics they are required to follow. Upon review of state law and city requirements, the City Attorney determined that, similar to the City Council, appointees to College Station boards, commissions, and committees are subject to certain ethical restrictions, though no code of ethics has been adopted by the city.

7.2. Presentation, discussion, and possible action relating to a legislative update and review of the 87th Texas State Legislature.

Brian Piscacek, Assistant to the City Manager, introduced Legislative consultant Jennifer Rodriguez who will provide a review of the 2021 Texas legislative session, including legislation impacting City operations and management.

Jennifer Rodriguez, Legislative Consultant, presented a brief overview of the highlights of the 87th Texas Legislature.

- 2022-2023 State Budget - \$248 billion All Funds
- COVID-19
- Winter Storm Uri
- Redistricting
- Everything Else
 - ✓ RMA Funding
 - ✓ Clean up Texas Property Tax and Transparency Act of 2019
 - ✓ Clean up Public Education Finance Reform of 2019

PUC/ERCOT Reform

SB 2 - Governance of ERCOT

SB 3 - Weatherization requirements for generators and pipeline facilities

SB 2154 - PUC Membership

HB 16 - Prohibits sale of wholesale indexed power plans to residential customers

HB 1520 - Securitization for gas utility companies

HB 1580 - Securitization for electric cooperatives

HB 2586 - Requires an annual, public audit of ERCOT

HB 4492 - \$800 million loan from Rainy Day Fund to ERCOT

Property Taxes

SB 1427 - Defines damage as physical damage for purposes of qualifying for the temporary property tax exemption for property damaged by a disaster.

SB 1438 - Places a timeframe on how long a taxing unit can use the higher rate under a disaster that caused physical damage.

SB 1449 - Raises the exemption for personal property tax used by a business from \$500 to \$2,500

HB 988 - Various amendments to the Tax Code related to an Appraisal Review Board.

HB 1090 - Reduces the time frame during which the chief appraiser can discover that real property has been omitted from an appraisal and appraise the property.

HB 1869 - Amends the definition of debt used in truth-in-taxation property tax rate calculations to debt that meets certain requirements.

HB 2429 - Clarifies the language used in the tax notice when the de minimis rate exceeds the voter-approval tax rate.

HB 2723 - Requires the Department of Information Resources to develop and maintain an internet website that lists and links to each property tax database maintained by appraisal districts.

7.3. Presentation, discussion, and possible action regarding the implementation of a pay parking program for on-street parking and in City-owned parking lots and facilities.

Amy Albright and Eric Chapman, Planning and Development, stated that to address on-street parking congestion in residential neighborhoods during certain events, such as football games, City staff have explored the implementation of a paid parking system for on-street parking in certain neighborhoods and in City-owned parking lots during these events.

Proposed program structure:

- The program would be managed through a remote parking fee payment system (ParkMobile), similar to the system on campus.
- The system will allow for patrons to pay remotely for a specified time and be notified by phone, text, or email when the time is expiring so that they can make another payment, if necessary.
- The remote parking fee payment system will allow for residents in the neighborhood to register a specified number of vehicles that can be parked on the street and be exempt from paying a parking fee.
- Signage posted in the area would direct people parking on the streets when paid parking is required and provide options for payments using a QR code, a parking application, a 1-800 number, or visiting a website.
- Unpaid parking and illegal parking would be enforced.
- Paid parking would begin with gamedays only then potentially expand to other special events or daily parking.

Areas for program:

- An approximate 1.5-mile radius from Kyle Field
- Approximately 6,000 parking spaces are located within this area
- City-owned parking lots (City Hall site)

Proposed fee:

- \$3.50 per hour with no maximum time

Cost:

- Convenience fee of \$0.35 is charged to patron
- City would be responsible for a 3% processing fee and \$0.15 transaction fee
- Contract with Park mobile will include a not to exceed amount of \$75,000 for three years
- Replacement signage cost will be borne by the City

Revenue:

- Revenue from the program would be used to manage the program, as well as to fund neighborhood enhancement programs
- Neighborhood enhancement programs would be further evaluated and brought back to City Council for consideration

MOTION: Upon a motion made by Councilmember Maloney and a second by Mayor Mooney, the City Council voted six (6) for and none (0) opposed, to approve the implementation of a pay parking program for on-street parking and in City-owned parking lots and facilities. The motion carried unanimously.

8. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

8.1. Presentation, possible action, and discussion of minutes for:

- July 8, 2021 Council Meeting

8.2. Presentation, discussion, and possible action regarding adoption of Resolution No. 07-22-21-8.2 approving the proposed FY 2022 (PY 2021) Annual Action Plan and Community Development Budget.

8.3. Presentation, discussion, and possible action on Ordinance No. 2021-4276 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," amending the Harvey Road speed limit.

8.4. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with CTTV, LLC dba Team 3 Rentals for the collection of recyclables from commercial businesses and multi-family locations.

8.5. Presentation, discussion, and possible action regarding approval of a contract with National Field Services, Inc., for Annual Electric Substation Maintenance. This contract is for one year in the amount of \$133,333 with two possible one-year renewals, for a total contract amount not to exceed \$400,000. This contract covers all planned work and miscellaneous repairs that may be needed in the eight substations during the term of the contract.

8.6. Presentation, discussion, and possible action regarding a construction contract with Elliott Construction in the amount of \$1,613,354 for the State Highway 6 Waterline Phase 3 project.

8.7. Presentation, discussion, and possible action on Ordinance No. 2021-4277 amending Chapter 38 "Traffic and Vehicles", by temporarily prohibiting bikeways and allow parking along both sides of Sebesta Road, from 250 feet east of State Highway 6 South Frontage Road to Pavilion Avenue.

8.8. Presentation, discussion, and possible action regarding a professional services contract with Kimley Horn & Associates in the amount of \$604,200 for the State Highway 40 Waterline project.

8.9. Presentation, discussion, and possible action regarding a HOME Investment Partnership Program Community Housing Development Organization funding agreement in the amount of \$229,000 with Elder Aid to provide funds to acquire and rehabilitation a duplex location at 1522 Pine Ridge.

8.10. Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election a that will be held on Tuesday, November 2, 2021. (Presentación, discusión, y posible acción acerca de una resolución que apruebe un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de

la Ciudad de College Station y para aprobar la Notificación de Elecciones Generales y Especiales que se celebrarán el martes 2 de noviembre de 2021.)

8.11. Presentation, discussion, and possible action on approving annual water meter purchases from Badger Meter, Inc. Based on the current unit pricing, the estimated annual expenditure for water meters is \$125,000.

8.12. Presentation, discussion, and possible action regarding approval of an Interlocal Agreement between Brazos County, the City of Bryan, and the city of College Station for the 2021 Byrne Justice Assistance Grant (JAG) Program in which the City of College Station has been allocated \$15,685.90 for the purpose of supporting law enforcement programs.

8.13. Presentation, discussion, and possible action on Resolution No. 07-22-21-8.13 authorizing the Chief of Police as the authorized official to execute documents necessary for the release of grant funds from the Office of the Governor Homeland Security Division for SWAT team night vision equipment.

8.14. Presentation, discussion, and possible action regarding an amendment to the Interlocal Agreement with the City of Bryan for the Management of the Larry J. Ringer Library, related to Information Technology Services.

8.15. Presentation, discussion, and possible action regarding Ordinance No. 2021-4278 amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking" by adding Division IV "Remote Pay System Parking".

8.16. Presentation, discussion, and possible action regarding Ordinance No. 2021-4279 amending an ordinance amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking," by amending and adding certain sections allowing remote pay system parking.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to approve the Consent Items with modifications to the ordinance for item 8.15 as presented on the dais. The motion carried unanimously.

9. REGULAR ITEMS

9.1. Presentation, discussion, and possible action on the Fiscal Year 2022 BVSWM, Inc. Budget.

Bryan Griesbach, Executive Director of BVSWM, Inc., presented an overview of the BVSWM, Inc. proposed budget that was considered and approved by the BVSWM, Inc. Board of Directors on June 16, 2021. According to the BVSWM, Inc. By-Laws and Operating Agreement, the BVSWM budget will be presented to the College Station and Bryan City Councils for consideration after being approved by the BVSWM Board. It is anticipated that the City of Bryan will consider this item on July 13, 2020. The FY2022 BVSWM, Inc. Budget Revenue is \$9,369,600, the Operating Expenses are \$7,505,383, and Capital Expenses are \$3,439,000. The Total Reserves, Cash, & Investments are \$12,552,380. The budget also reduces the gate rate for both owning cities from \$15.00 to \$13.00 per ton.

9.2. Public Hearing, presentation, discussion and possible action regarding Ordinance No. 2021-4280 amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from D Duplex to MF Multi-Family for approximately 0.3 acres located at 1531 Pine Ridge Drive.

Derrick Williams, Planning and Development, stated that this request is to rezone approximately 0.3 acres of land from D Duplex to MF Multi-Family. The subject property was platted over 40 years ago and developed with a duplex. Surrounding properties include duplexes, apartments, and other multi-plex developments. The subject property’s owner would like to consolidate this duplex lot with adjacently owned property zoned for multifamily uses to create a more developable tract. The subject property has frontage to Pine Ridge Drive which is a local street with duplexes and fourplexes currently developed along it. A traffic impact analysis is not required for a property of this size as any change in use would not be anticipated to have a substantial impact on traffic.

The Planning and Zoning Commission heard this item at their July 1, 2021 regular meeting where they voted unanimously to recommend approval. Staff also recommends approval of the rezoning.

At approximately 7:50 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:50 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2021-4280, amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from D Duplex to MF Multi-Family for approximately 0.3 acres located at 1531 Pine Ridge Drive. The motion carried unanimously.

9.3. Presentation, discussion, and possible action on an ordinance ordering a General and Special Election to be held on November 2, 2021 for the purpose of electing a City Council Member, Place 4, a City Council Member, Place 6, and to submit 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, discusión, y posible acción acerca de una ordenanza que ordene Elecciones Generales y Especiales a celebrarse el 2 de noviembre de 2021 con el propósito de elegir un Miembro del Consejo de la Ciudad, Puesto Número 4, un Miembro del Consejo de la Ciudad, Puesto Número 6, y para presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad; estableciendo los sitios de votaciones anticipadas y los centros de votaciones para estas elecciones; y elaborando las provisiones para llevar a cabo las elecciones.)

Item was pulled and moved to August 3, 2021 Council Special Meeting.

10. Council Calendar

Council reviewed the calendar.

11. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Nothing to report.

12. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Councilmember Cunha reported on the BCS Library Board.

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

No future agenda items requested

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 7:56 p.m. on Thursday, July 22, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
JULY 27, 2021

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor – via remote

Council:

Bob Brick - absent
John Crompton – via remote
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney – arrive late

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Mooney at 6:00 p.m. on Tuesday, July 27, 2021 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Harvell, the City Council voted five (5) for and none (0) opposed, to accept Councilmember Brick’s absence request for July 27, 2021. The motion carried unanimously.

2. Special Agenda.

2.1. Public Hearing, presentation, discussion, and possible action on the City of College Station FY2021-2022 Proposed Budget.

Julie Anna Clark, Budget Analysis, presented the Operations and Maintenance that are proposed at \$282,202,062 and the Capital portion is proposed at \$71,535,412 for a total proposed budget of \$353,737,474. The FY22 Budget, FY22 Tax Rate and FY22 Fee Ordinance is scheduled to be adopted in Council Chambers on Thursday, August 26th.

At approximately 6:04 p.m., Mayor Mooney opened the Public Hearing.

Susan Madsen. College Station came before Council regarding her concerns in the cul-de-sac of Egremont Court. She requested Council to partition funds this year’s proposed budget to perform

drainage maintenance and address the deuterating conditions in the cul-de-sac before someone is hurt.

There being no further comments, the Public Hearing was closed at 6:07 p.m.

3. Adjournment.

There being no further business, Mayor Mooney adjourned the Special Meeting of the College Station City Council at 6:12 p.m. on Tuesday, July 27, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
AUGUST 3, 2021

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton – via remote
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Mooney at 4:01 p.m. on Tuesday, August 3, 2021 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Special Agenda.

2.1. Presentation, discussion, and possible action on the 2021-2022 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2021-2022.

Mary Ellen Leonard, Director of Finance, presented the FY 2021-2022 ad valorem tax rate. The proposed tax rate of 53.4618 cents per \$100 assessed valuation is the same as the current tax rate. If the governing body considers a proposed tax rate above the no-new-revenue rate but below the voter-approval rate, the City will have to publish a notice of Public Hearing on Tax Increase and hold a public hearing. The public hearing on the tax rate can be held on the same date as the tax rate adoption. Staff proposed rate of 53.4618 per \$100 of assessed valuation, a public hearing on the tax rate is not required. If Council chooses to propose any rate up to the voter-approval rate, a public hearing on the tax rate would be needed and the remainder of the budget calendar would be adjusted to accommodate.

Certified Valuations

- 10.484 billion in Taxable Values
 - 4.35% certified value increase

- Existing value increase is 2.57%
- New Value increase 1.78%

Mrs. Leonard stated that of the \$2.08M FY22 Property Tax increase, \$1.2 Revenue increase is existing values and 851K is from new values. This increase is both the O&M and Debt Side of the tax rate. The O&M increase is \$1.266M, and the debt side increase is \$811K.

Council discussed two decision points: one was the tax rate to call the public hearing and the second is when to adopt the budget and the tax rate. You can have the public hearing on the tax rate and adopt the tax rate on the same day with the changes done in SB2. Otherwise, council will need a special meeting on August 19th for the adoption of the budget and the tax rate.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to hold a public hearing on August 12th for a tax rate of 53.4618 cents per \$100 assessed valuation, the same as the current tax rate. The motion carried unanimously.

Upon a majority vote of council, Mayor Mooney announced the date, time and place of the public hearing on the ad valorem tax rate, as Thursday, August 12, 2021 at 6:00 PM in City Hall Council Chambers and the public may join via Zoom as well.

2.2. Presentation, discussion, and possible action on Ordinance No. 2021-4281 ordering a General and Special Election to be held on November 2, 2021 for the purpose of electing a City Council Member, Place 4, a City Council Member, Place 6, and to submit 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, discusión, y posible acción acerca de una ordenanza 2021-4281 que ordene Elecciones Generales y Especiales a celebrarse el 2 de noviembre de 2021 con el propósito de elegir un Miembro del Consejo de la Ciudad, Puesto Número 4, un Miembro del Consejo de la Ciudad, Puesto Número 6, y para presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad; estableciendo los sitios de votaciones anticipadas y los centros de votaciones para estas elecciones; y elaborando las provisiones para llevar a cabo las elecciones.)

Tanya Smith, City Secretary, stated that this item is an ordinance calling the General and Special Election to be held on November 2, 2021, for the purpose of electing a City Councilmember for Places 4 and 6 and to bring 3 proposed amendments to the City Charter to the voters.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted five (5) for and two (2) opposed, with Mayor Mooney and Councilmember Cunha voting against, to adopt Ordinance No. 2021-4281, ordering a General and Special Election to be held on November 2, 2021 for the purpose of electing a City Council Member, Place 4, a City Council Member, Place 6, and to submit 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. The motion carried unanimously.

3. Adjournment.

There being no further business, Mayor Mooney adjourned the Special Meeting of the College Station City Council at 4:54 p.m. on Tuesday, August 3, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

At approximately _____ p.m., Mayor Mooney opened for Citizens Comments.

There being no further comments, Citizens Comments were closed at _____ p.m.

August 12, 2021

Item No. 7.2.

Contract Renewal for Engineering Services with Electrical Consultants, Inc.

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the first of two renewals of a contract with Engineering Consultants, Inc. for an annual amount not-to-exceed \$600,000 for electrical engineering services.

Relationship to Strategic Goals:

Financial Sustainability

Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve Renewal 1 for Contract 20300596 with Electrical Consultants, Inc.

Summary: This is the first of two possible renewals of Contract 20300596 for an annual amount not-to-exceed \$600,000. This engineering services contract is for supplemental engineering and design support for transmission and substation capital projects including substation improvements, relay settings coordination, and transmission line studies.

Budget & Financial Summary: Funds are available as approved in the Electric Utility's annual Capital Improvement Projects budget.

Attachments:

1. 20300596R1 ECI Renewal Memo



June 22, 2021

ATTN: Mr. Bob Beckage
Electric Consultants Inc.
5113 Southwest Parkway STE 115
Austin, TX 77034

RE: RFP#20-043 C#20300596 Renewal #1
Electrical Engineering Consulting Services

Dear Mr. Beckage,

The City of College Station appreciates the services provided by Electric Consultants Inc., this last year. We would like to exercise our option to renew the above referenced agreement for the term of August 14, 2021 through August 13, 2022, with a contract amount of Six-Hundred Thousand, and 00/100 Dollars (\$600,000.00). This is the first of two possible renewals for this contract.

If this contract renewal meets your company's approval, please provide your confirmation for renewal via return e-mail to rforsyth@cstx.gov, no later than June 30, 2021.

Sincerely,

Robyn Forsyth
Buyer C.T.P.M.
City of College Station
1101 Texas Avenue S
College Station, Tx 77840
rforsyth@cstx.gov
979-764-3437

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....

CONTRACT #20300596 RENEWAL #1 ACCEPTANCE

By signing herewith, I acknowledge and agree to Contract #20300596 Renewal #1, for “Engineering Services for College Station Utilities” in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Six-Hundred Thousand, and 00/100 Dollars (\$600,000).

I understand this renewal term will be for the period beginning August 14, 2021 through August 13, 2022. This is the first of two possible renewals for this contract.

ELECTRIC CONSULTANTS, INC.

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/CFO
Date: _____

C 20300596 RENEWAL 1
ECI PROPOSED RATE INCREASE

ECI Rates FY 2020 compared with FY 2021					
		FY 2020	FY 2021		
CATEGORY	POSITION	HOURLY RATE	PROPOSED RATE	RATE INCREASE	% INCREASE
ENGINEERING / MANAGEMENT					
	Senior Project Manager II	\$236	\$244	\$8	3%
	Senior Project Manager I	\$195	\$201	\$6	3%
	Project Manager II	\$174	\$180	\$6	3%
	Project Manager I	\$156	\$161	\$5	3%
	Senior Engineer II	\$196	\$202	\$6	3%
	Senior Engineer I	\$167	\$173	\$6	4%
	Senior Project Supervisor	\$163	\$168	\$5	3%
	Project Supervisor	\$123	\$127	\$4	3%
	Project Engineer II	\$141	\$146	\$5	4%
	Project Engineer I	\$134	\$139	\$5	4%
	Associate Engineer II	\$138	\$143	\$5	4%
	Associate Engineer I	\$132	\$136	\$4	3%
	Design Engineer III	\$116	\$120	\$4	3%
	Design Engineer II	\$108	\$112	\$4	4%
	Design Engineer I	\$101	\$105	\$4	4%
	Senior Designer II	\$145	\$149	\$4	3%
	Senior Designer I	\$130	\$134	\$4	3%
	Designer III	\$114	\$118	\$4	4%
	Designer II	\$100	\$103	\$3	3%
	Designer I	\$84	\$87	\$3	4%
PROGRAM MANAGEMENT/ SUPPORT STAFF					
	Project Controls Coordinator	\$179	\$185	\$6	3%
	Project Controls Specialist III	\$138	\$143	\$5	4%
	Project Controls Specialist II	\$108	\$112	\$4	4%
	Project Controls Specialist I	\$92	\$95	\$3	3%
	Senior Drafter II	\$100	\$103	\$3	3%
	Senior Drafter I	\$97	\$100	\$3	3%
	Drafter III	\$87	\$90	\$3	3%
	Drafter II	\$85	\$88	\$3	4%
	Drafter I	\$74	\$77	\$3	4%
	Administrative – Executive	\$118	\$118	\$0	0%
	Administrative Assistant	\$80	\$80	\$0	0%
SURVEY/ REAL ESTATE					
	Senior Surveyor	\$149	\$154	\$5	3%
	Surveyor II	\$121	\$125	\$4	3%
	Surveyor I	\$104	\$107	\$3	3%
	Survey Technician II	\$84	\$87	\$3	4%
	Survey Technician I	\$65	\$67	\$2	3%
	Senior Real Estate Specialist	\$143	\$148	\$5	3%
	Real Estate Specialist II	\$124	\$128	\$4	3%
	Real Estate Specialist I	\$83	\$85	\$2	2%
CONSTRUCTION / FIELD TESTING					
	Senior P&C Technician	\$196	\$202	\$6	3%
	P&C Technician	\$135	\$140	\$5	4%
	Construction Project Manager	\$194	\$200	\$6	3%
	Field Construction Manager	\$184	\$190	\$6	3%
	Technician III/Inspector III	\$135	\$140	\$5	4%
	Technician II/Inspector II	\$115	\$119	\$4	3%
	Technician I/Inspector I	\$76	\$79	\$3	4%
	Safety Specialist	\$134	\$139	\$5	4%
CORPORATE PROJECT MANAGEMENT/ TECHNICAL OVERSIGHT					
	Principal	\$245	\$256	\$11	4%
	Director/PhD	\$248	\$256	\$8	3%

August 12, 2021
Item No. 7.3.
Barron Capstone Change Order

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Change Order 2 in the amount of \$93,440 with Halff Associates, Inc for the Barron/Capstone Realignment project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: This project includes the reconstruction and realignment of Capstone Drive and Barron Road from SH 40 through FM 2154. Barron Rd. and Capstone Dr. will be realigned to intersect at FM 2154 at the same junction with a traffic signal. The existing asphalt road is intended to be replaced with concrete roadway with curb, gutter, underground storm sewer, and sidewalks.

The new railroad crossing design and preemption calculations were submitted to UPRR in November 2017. Due to several issues within UPRR and changes that have happened to the UPRR organizational structure the submittal review has been delayed several years. The City has been recently informed by UPRR consultant that the submittal is just now under review and will be likely a year before a permit will be issued for the crossing.

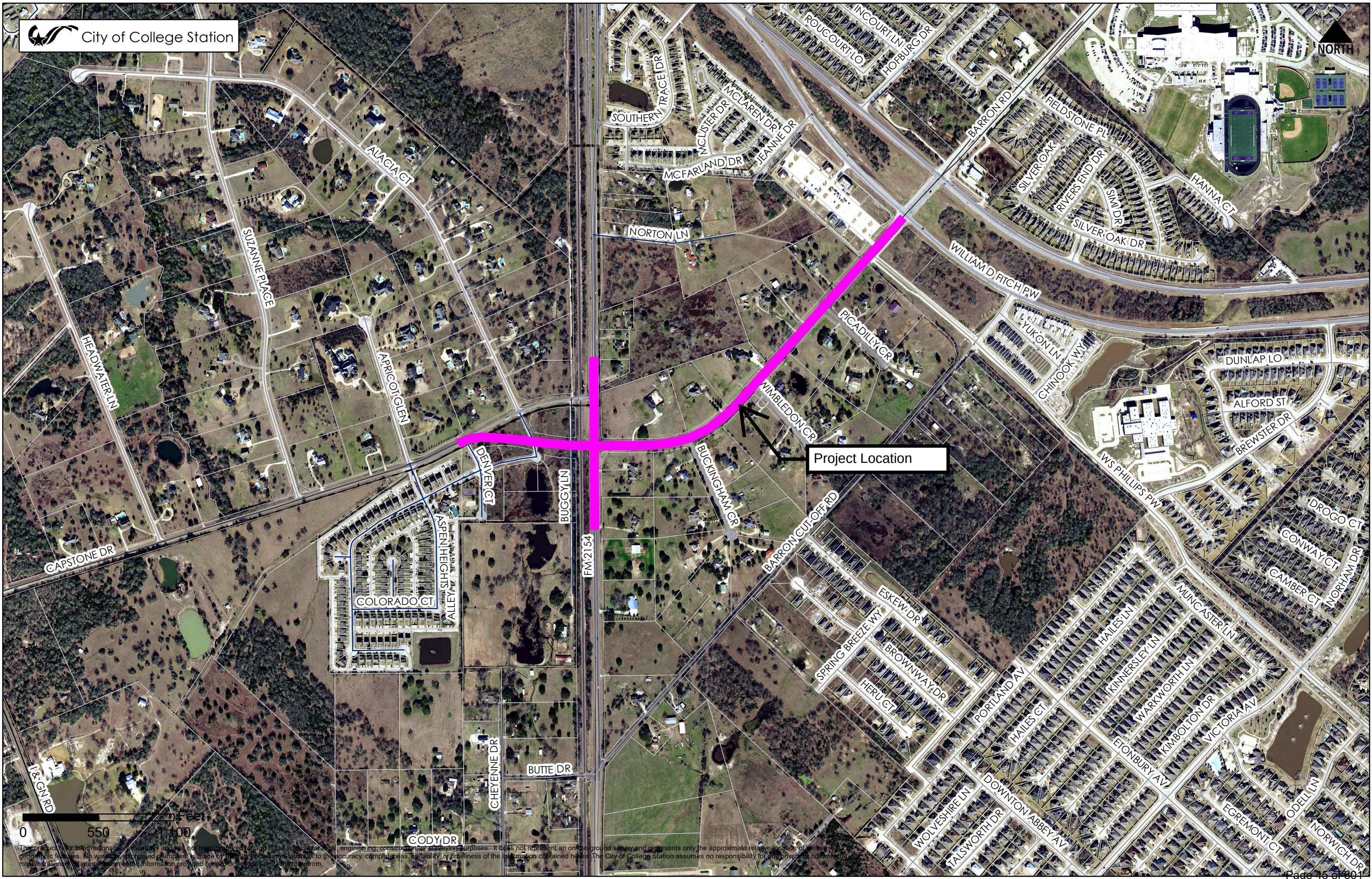
Most of the improvements of this project are along Barron and FM 2154 and not on UPRR ROW. This change order will break the construction plans into two sets. This will allow for the City to build the infrastructure off UPRR right of way while waiting on the permit from UPRR. This includes the widening of Barron & FM 2154 and the installation of a signal. The signal and lanes along FM 2154 will be adjusted to work with the offset Capstone intersection in the interim until the new crossing is built.

Budget & Financial Summary: Budget in the amount of \$7,532,000 is included for this project in the Streets Capital Projects Fund. A total of \$1,815,270.43 has been expended or committed to date, leaving a balance of \$5,716,729.57 in the total project budget for this design contract change order and future construction.

Attachments:

1. Change Order Form #2-6152021

2. Project Map



This product is for informational purposes only and has not been created for and is not suitable for engineering, construction or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of certain geographic features. No warranty, expressed or implied, is made by the City of College Station as to the accuracy, completeness, suitability, or timeliness of the information contained herein. The City of College Station assumes no responsibility for any private or commercial use, misuse, reliance, or interpretation of the information provided herein or any loss resulting therefrom.

August 12, 2021

Item No. 7.4.

Ordinance amending Chapter 2, “Administration,” ARTICLE V, “Finance,” DIVISION 2 “Fees, Rates and Charges,” Section 2-118, of the code of ordinances of the City of College Station, Texas, by amending certain sections relating to fees; providing a severability clause; declaring a penalty; and providing an effective date.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 2, “Administration,” Art. V, “Finance,” Division 2 “Fees, Rates and Charges,” Section 2-118 by amending certain sections relating to fees.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the revised ordinance amending Chapter 2, “Administration,” ARTICLE V, “Finance,” DIVISION 2 “Fees, Rates and Charges,” Section 2-118, of the code of ordinances of the City of College Station, Texas.

Summary: This amendment is related to the fee resolution.

Exhibit A of Section 2-118 of Chapter 2, “Administration,” ARTICLE V, “Finance,” DIVISION 2 “Fees, Rates and Charges,” of the Code of Ordinances, City of College Station, Texas is being revised to clarify the charging of collection fees for returned checks, charge back fees and notary public fees.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2022 budget document in the appendix section. There is no change to the anticipated revenue for FY22 for this clarification.

Attachments:

1. CH 2 Admin Sec 2-118 Ord Amend - Final (1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION,” ARTICLE V, “FINANCE,” DIVISION 2 “FEES, RATES AND CHARGES,” SECTION 2-118, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO FEES; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 2, “Administration,” Article V, “Finance,” Division 2 “Fees, Rates and Charges,” Section 2-118 of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 2, “Administration,” Article V, “Finance,” Division 2 “Fees, Rates and Charges,” Section 2-118 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 2-118. - Service fees.

- (a) **Authorization for service fees.** In the collection of fees, fines, court costs, and other charges or fees for services the City may:
- (1) Accept payment by credit card for a fee, fine, court cost, or other charge and for services
 - (2) Collect a fee for processing a payment by credit card
 - (3) Collect a fee for returned checks.
 - (4) Collect a charge back fee for credit cards
 - (5) Collect a notary public fee
- (b) **Service fees established.** The fee for a payment by a card for a fee, fine, court cost, or other charge or fees for services are established in Section 2-117.

August 12, 2021

Item No. 7.5.

Ordinance amending Chapter 40 “Utilities”, Article I “In General” regarding utility meters

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 40 “Utilities”, Article I “In General” regarding utility meters.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Sustainable City

Recommendation(s): Staff recommends the City Council approve the ordinance amendment regarding utility meters.

Summary: This amendment related to the fee resolution.

With the Electric Automated Metering System (AMI) installation complete, City staff from Fiscal Services, Risk Management and the Electric and Water Utilities found a need to better address meter tampering issues by expressly stating actual costs related to the tampering can be charged to the customer on their utility bill. The amendment contains new language stating the City selects the meter type and the meter is the City’s property. Also, there were some minor text amendments to the ordinance.

Budget & Financial Summary: None

Attachments:

1. CH 40 Art I Utility Ord Amend 6-18-21

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40, "UTILITIES," ARTICLE I, "IN GENERAL," SECTIONS 40-2, 40-5, 40-8, 40-9 AND 40-10 OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO UTILITY METERS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That **Chapter 40, "Utilities," Article I, "In General," Sections 40-2, 40-5, 40-8, 40-9 and 40-10** of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That **Chapter 40, “Utilities,” Article I, “In General,” Section 40-2**, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40-2. – Fines, penalties and charges.

- (a) Any customer or person who violates or fails to comply with a provision of this chapter shall be punished as provided in Section 1-7.
- (b) In addition to any criminal or civil fines or penalties a customer or person is subject to all actual costs, including but not limited to administrative, time, labor, equipment, materials, engineering and contractor fees the City incurs for remediation of the damage caused by a failure to comply or a violation of this chapter, including meter tampering.
- (c) A customer or person is subject to all reconnect fees, including fees related to violations, failing to comply or meter tampering violations, if any utility service is disconnected because of a failure to comply or a violation.

That **Chapter 40, “Utilities,” Article I, “In General,” Section 40-5**, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40-5. - Deposits and administrative charges for utility service.

- (a) ***Administrative charges.*** Any person desiring utility service from the City shall be required to pay an administrative charge covering the cost of labor for the connection of utility service.
- (b) ***Deposits.*** Deposits will be required from all customers; unless they are exempt from such deposit.
- (c) ***Other Utility Bill Charges.*** A person or customer found violating any portion or provision of this chapter may be invoiced by the City through the utility bill for any reasonable related costs, charges, fees or penalties related to any violation.

That **Chapter 40, "Utilities," Article I, "In General," Section 40-8**, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40 – 8-Meter Access and Standard Meter.

- (a) ***Adequate Access.*** The provision of utilities is a contract entered into by the City and its customers. The customer shall provide access to meters for reading and service; and in view of that fact, no authorized City representative shall be denied access to meters. Adequate access is a condition precedent to the receipt of utility service from the City. Access is also a requirement of continued service. Failure to provide access shall be the basis for termination of service. For the purposes of this section, the term "adequate access" is defined as the ability of an authorized City representative to get to a meter without visual aids and without the presence of the customer. Adequate access also requires the authorized City representative to be able to get to a meter without threat of bodily injury.
- (b) ***Failure to Provide Access.*** If an authorized City representative determines there is not adequate access, the representative will so notify the property owner by tagging the door of the premises. The representative will tag the premises no more than on three separate occasions. Utility usage will be estimated during these billing periods. On the fourth occasion if access is denied, the City will notify the customer in writing, by certified letter, giving the customer ten days to provide access. Failure to come into compliance within the ten-day period shall be grounds for termination of service. If the customer has not come into compliance within ten days, the customer will be charged the actual cost of disconnection and reconnection of service whether or not service is actually terminated.
- (c) ***Standard Meter.*** The City will prescribe and install at its sole discretion, the type, brand, and model of utility meter as a condition of utility service. The utility meter is the City's property and not the customers. No person or customer may option out of the City's standard meter for any utility. If a person or customer refuses the City's standard meter the City will not provide utility service.

That **Chapter 40, “Utilities,” Article I, “In General,” Section 40-9**, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40-9. – Meter Tampering; Certain conduct affecting water meters prohibited.

- (a) ***Meter Tampering.*** Unless written permission is first obtained from the City, it shall be unlawful for any person, other than the City’s authorized representative or a College Station Utilities employee to knowingly, intentionally, or otherwise tamper with a meter by:
- (1) Tapping onto or connecting to or causing to be tapped onto or connect to any pipe with any water distribution main or line owned by the City;
 - (2) Disconnecting or causing to be disconnected any such water meter from any such water distribution main or line owned by the City; or
 - (3) Removing or causing to be removed the cover from any such water meter.
- (b) ***Violation.*** A violation of any portion or provision of this section shall constitute prima facie evidence against the person having subscribed for water service or the person having the custody, control, or management of the building, room, or place for which such subscription is made.

That **Chapter 40, “Utilities,” Article I, “In General,” Section 40-10**, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40-10. – Meter Tampering; Certain conduct affecting electrical meters prohibited.

- (a) ***Meter Tampering.*** It shall be unlawful for any person, other than the City’s authorized representative or a College Station Utilities employee, City Building Official or designee or Firefighter, to knowingly, intentionally, or otherwise tamper with a meter by:
- (1) Removing or causing to be removed any City electrical meter from any electrical meter terminal box;
 - (2) Removing or causing to be removed the cover or any other part or portion from any such meter or terminal box, or loosening or causing to be loosened any part or portion;
 - (3) Inserting or causing to be inserted any foreign object or injecting or causing to be injected any foreign substance into any meter or terminal box;
 - (4) Making or causing any adjustment in the mechanism of any meter or terminal box;
 - (5) Tapping onto, connecting to, or causing to be tapped onto or connected any wire to the supply conductor of any terminal box;
 - (6) Denying access at any time to any meter by enclosing the meter within a fence without available means of access, or by enclosing the meter within any structure; or
 - (7) Denying access at any time to any meter by harboring aggressive, dangerous, or threatening animals in the meter’s vicinity.
- (b) ***Defense to prosecution.*** In the prosecution of any offense charged under Subsection (a) of this section, it shall be an affirmative defense to prosecution if meter was removed for the purpose of protecting life or preserving property from being immediately threatened by a fire on the premises served by the meter; that the meter was removed for the purpose of preventing a fire to the structure it serves due to short circuiting in the electrical conductor between the terminal box in which the meter was housed and a main line switch or fuse box; or that such meter was removed by a duly licensed electrician to facilitate the repair of defective electrical conductor or for checking supply voltage, and at a time when a College Station Utilities employee or authorized City representative was not available to remove the meter.
- (c) ***Removal by licensed electrician.*** In the event of the removal of any electrical meter by a duly licensed electrician under the circumstances enumerated in Division 1 of Article III of this chapter, the fact of such removal and the circumstances permitting the same must be reported to the College Station Utilities Electric Division Superintendent by such electrician not later than one hour after the commencement of the workday of such municipal employee following such removal.
- (d) ***Violation.*** A violation of any portion or provision of this section shall constitute prima facie evidence against the person having subscribed for electric service or the person having the care, custody, control, or management of the building, room, or place for which such subscription is made.

August 12, 2021

Item No. 7.6.

Ordinance amending Chapter 103, “Building Regulations,” Article V, “Single-family and Duplex unit Rental Registration,” Section 103-248, of the code of ordinances of the City of College Station, Texas, by amending certain sections relating to fees; providing a severability clause; declaring a penalty; and providing an effective date.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 103, “Building Regulations,” Article V, “Single-family and Duplex Unit Rental Registration,” Section 103-248 by amending certain sections relating to fees.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the revised ordinance Chapter 103, “Building Regulations,” Article V, “Single-family and Duplex unit Rental Registration,” Section 103-248, of the code of ordinances of the City of College Station, Texas

Summary: This amendment is related to the fee resolution.

Exhibit A of Section 103-248 of Chapter 103 “Building Regulations,” Article V, “Single-family and Duplex unit Rental Registration,” of the Code of Ordinances, City of College Station, Texas is being revised to add a Short-Term Rental Registration fee as directed by Council, providing a severability clause, declaring a penalty and providing and effective date.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2022 budget document in the appendix section. The fee changes have been incorporated into the FY22 budget.

Attachments:

1. CH 103 Sec 103-248 Permit Fees Ord Amend - Final

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 103, “BUILDING REGULATIONS,” ARTICLE V, “SINGLE-FAMILY AND DUPLEX UNIT RENTAL REGISTRATION,” SECTION 103-248, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO FEES; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 103, “**Building Regulations,**” Article V, “**Single-Family and Duplex Unit Rental Registration,**” Section 103-248 of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter **103, “Building Regulations,” Article V, “Single-Family and Duplex Unit Rental Registration,” Section 103-248** of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 103-248. Permit requirements and fees.

- (a) **Life safety inspection.** Prior to issuance of a short term rental permit, the Operator shall allow, with reasonable notice, an on-site inspection of the short term rental unit by the City Building Official or designee to ensure compliance with minimum health and safety requirements for use and occupancy. If a premises fails to pass an inspection, a re-inspection fee may be charged for each subsequent inspection in accordance with the fee established by resolution. If, upon completion of an inspection, the premises are found to be in violation of one (1) or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for a violation to be corrected prior to its occupancy. Life safety inspection may be waived for a renewing permit if all the following apply:
- (1) Unit is classified as Short Term Rental I;
 - (2) Operator self-certifies compliance with life safety standards; and
 - (3) Operator has not been found in violation of this article.
- (b) **Hotel occupancy tax.** It is a condition of the initial and continued validity of a short term rental permit that the operator has paid and remains current on the payment of all hotel occupancy taxes owed to the City under the Texas Tax Code.
- (c) **Fees.** The following fees are authorized and are established in Section 2-117.
- (1) **Application and Application Renewal Fees.** The applicant shall pay a nonrefundable application fee upon submission of a short term rental application to the City and an annual application renewal fee per dwelling unit after initial registration.
 - (2) **Life Safety Inspection Fee.** The applicant shall pay a non-refundable life safety inspection fee per dwelling unit.
 - (3) **Life Safety Reinspection Fee.** If a dwelling unit does not pass the initial life safety inspection, the applicant shall pay a non-refundable re-inspection fee per dwelling unit.

August 12, 2021
Item No. 7.7.
BVWACS FY22 Budget

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the BVWACS Annual Operating and Maintenance and Capital budget.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability
- Core Services and Infrastructure

Recommendation(s): CIO recommends approval of the budget for \$168,570.36 for the City of College Station portion of the BVWACS FY2022 Budget.

Summary: The BVWACS budget of \$709,587.74 was proposed and approved by the BVWACS Governing Board. The City of College Station portion of this cost is 23.76% of the BVWACS system. The City of College Station amount due is down \$5,012.72 from FY2021. This is due to the addition of Burleson County as a BVWACS member.

Budget & Financial Summary: Funding is through IT Communications Professional Services account.

Attachments:

1. FY2022 BVWACS APPROVED BUDGET OVERVIEW
2. FY2022 BVWACS APPROVED BUDGET ALLOCATIONS

BVWACS FY2022 APPROVED BUDGET

Description	FY2021	FY2022	FY21/22 Change
Capital Fund Contributions	\$ 103,377.05	\$ 103,377.05	\$0.00
Expenses			
Salary - System Manager	\$ 99,016.64	\$ 102,482.22	\$3,465.58
Salary - BVCOG Misc	\$ 6,951.82	\$ 7,229.89	\$278.07
Salary Total	\$ 105,968.46	\$ 109,712.12	\$3,743.66
Benefits Total	\$ 30,123.64	\$ 31,328.59	\$1,204.95
General, Administrative, & Maintenance Expense			
Consulting Fees *Other Admin*	\$ -	\$ -	\$0.00
Professional Fees *Other Admin*	\$ 2,500.00	\$ 3,500.00	\$ 1,000.00
Audit Expense *Other Admin*	\$ 2,481.98	\$ 2,581.26	\$99.28
Travel Expense	\$ 8,000.00	\$ 8,000.00	\$0.00
Maintenance, Motorola	\$ 206,439.38	\$ 213,258.02	\$6,818.64
Maintenance, Harris County	\$ 52,156.77	\$ 58,786.32	\$6,629.55
Maintenance, General *Contingency*	\$ 30,000.00	\$ 35,000.00	\$5,000.00
Supply Expense *Other Admin*	\$ -	\$ -	\$0.00
Copier Expense *Postage & Printing*	\$ 350.00	\$ 400.00	\$50.00
Maintenance, Data Connectivity	\$ 50,000.00	\$ 50,000.00	\$0.00
Telephone Expense	\$ 1,800.00	\$ 1,800.00	\$0.00
Postage Expense *Postage & Printing*	\$ 75.00	\$ 75.00	\$0.00
Insurance, General	\$ 10,000.00	\$ 15,000.00	\$5,000.00
Training and Meeting Expense *Other Admin*	\$ 2,750.00	\$ 3,000.00	\$250.00
General, Admin, & Maintenance Expense Total	\$ 366,553.13	\$ 391,400.60	\$24,847.47
Indirect			
Indirect Cost Expense	\$ 21,930.00	\$ 27,325.00	\$5,395.00
ISF			
Accounting Service ISF	\$ 9,562.05	\$ 9,944.53	\$382.48
System Administration ISF	\$ 10,764.47	\$ 11,195.05	\$430.58
Copy/Fax Service ISF	\$ 492.42	\$ 512.12	\$19.70
Human Resource Management ISF	\$ 8,130.72	\$ 8,455.95	\$325.23
Office Space ISF	\$ 8,016.10	\$ 8,336.74	\$320.64
Receptionist/Internet/Local Phone ISF	\$ 2,404.82	\$ 8,000.00	\$5,595.18
ISF Total	\$ 39,370.58	\$ 46,444.39	\$7,073.81
Annual Operating & Maintenance Total	\$ 563,945.81	\$ 606,210.69	\$42,264.88
Annual Operating, Maintenance, & Capital Total	\$ 667,322.86	\$ 709,587.74	\$42,264.88

FY2021 Allocations						
	Count	%	O&M	Capital	Total	
College Station	1009	26.01%	\$ 146,692.79	\$ 26,890.29	\$ 173,583.08	Annual (Includes Capital) Per Radio Per Radio/Year \$ 172.03 Per Radio/Month \$ 14.34
Bryan	471	12.14%	\$ 68,476.02	\$ 12,552.36	\$ 81,028.38	
Brazos	574	14.80%	\$ 83,450.60	\$ 15,297.35	\$ 98,747.96	
TAMU	333	8.58%	\$ 48,412.98	\$ 8,874.60	\$ 57,287.58	
Washington County	659	16.99%	\$ 95,808.27	\$ 17,562.64	\$ 113,370.91	
Brenham	319	8.22%	\$ 46,377.60	\$ 8,501.49	\$ 54,879.09	
Grimes	316	8.15%	\$ 45,941.45	\$ 8,421.54	\$ 54,362.99	
Madison	198	5.10%	\$ 28,786.10	\$ 5,276.79	\$ 34,062.88	
Total	3879	100.00%	\$ 563,945.81	\$ 103,377.05	\$ 667,322.86	

FY2022 ALLOCATIONS							
	Count	%	O&M	Capital	Total	Change	
College Station	974	23.76%	\$ 144,012.00	\$ 24,558.35	\$ 168,570.36	\$ (5,012.72)	Annual (Includes Capital) Per Radio Per Radio/Year \$ 173.07 Per Radio/Month \$ 14.42
Bryan	484	11.80%	\$ 71,562.43	\$ 12,203.53	\$ 83,765.97	\$ 2,737.59	
Brazos	551	13.44%	\$ 81,468.80	\$ 13,892.87	\$ 95,361.67	\$ (3,386.29)	
TAMU	333	8.12%	\$ 49,236.14	\$ 8,396.23	\$ 57,632.37	\$ 344.79	
Washington County	690	16.83%	\$ 102,020.82	\$ 17,397.60	\$ 119,418.42	\$ 6,047.51	
Brenham	308	7.51%	\$ 45,539.73	\$ 7,765.89	\$ 53,305.62	\$ (1,573.47)	
Grimes	341	8.32%	\$ 50,418.99	\$ 8,597.94	\$ 59,016.93	\$ 4,653.95	
Madison	203	4.95%	\$ 30,014.82	\$ 5,118.42	\$ 35,133.25	\$ 1,070.36	
Burleson	216	5.27%	\$ 31,936.95	\$ 5,446.21	\$ 37,383.16	N/A	
Total	4100	100.00%	\$ 606,210.69	\$ 103,377.05	\$ 709,587.74	\$ 42,264.88	

August 12, 2021
Item No. 7.8.
Annual Purchase of Emergency Medical Supplies

Sponsor: Richard Mann

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of an annual blanket price agreement for emergency medical supplies with Bound Tree Medical, LLC for an estimated annual expenditure of \$120,000.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the Bound Tree Medical, LLC blanket price agreement.

Summary: On January 14, 2021, City Council approved an Interlocal Agreement (ILA) between the City of College Station and the City of Midlothian. The ILA authorizes the cities to jointly prepare bids and proposals for the purchase of goods and services. It also allows the Cities to piggyback each other's bids and contracts when in our best interest. The City of Midlothian has conducted a formal sealed bid process for emergency medical supplies and executed an annual price agreement with Bound Tree Medical, LLC on February 10, 2021. It is the Fire Department's desire to participate in this agreement, in conjunction with other participating Fire Departments, to obtain the best pricing available for their supply needs. Contingent upon City Council approval, this agreement will become effective for the period of one (1) year beginning August 27, 2021 with a not-to-exceed amount of \$120,000. This amount is based on the average amount spent on emergency medical supplies since August 2020 and Fire's anticipated supply needs for the duration of one (1) year.

Budget & Financial Summary: Funds are budgeted in the Fire Department budget for EMS expenditures.

Attachments:

1. 21300615
2. City of Midlothian and Bound Tree



BILL TO

City of College Station
Accounting Division
PO Box 9973
College Station, TX 77842-9973
(979) 764-3569 Fax: (979) 764-3899
VendorInvoiceEntry@cstx.gov

CONTRACT

Fiscal Year 2021

Page 1 of 1

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BOUND TREE MEDICAL LLC
23537 NETWORK PLACE
CHICAGO, IL 60673-1235
USA

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	21300615
Department	Fire Department
Type	Price Agreement
Sub Type	

Vendor Information			
Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
1548	ACCOUNT RECEIVABLE		800-533-0523

Policy	
Start	08/27/2021
Award	
Expire	08/26/2022
Renewal	
Extended	

Notes	
Fiscal Year	2021
Project	
Percent Complete	0.00
By Date	
Encumbered	N

Year	Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
2021	Annual EMS Supplies (Ref ILA 21300175)	\$120,000.00	\$120,000.00	\$0.00	\$120,000.00

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Annual EMS Supplies. This purchase contract is between the City of College Station, a Texas Home-Rule Municipal Corporation and Bound Tree Medical, LLC (Bound Tree) according to the Interlocal Purchasing Agreement between the City of Midlothian	120,000	EACH	\$1.00	\$120,000.00
2	College Station is responsible for issuing its own purchase orders made pursuant to the Midlothian Agreement and shall pay all undisputed invoices within thirty (30) days of receipt.	1	EACH	\$0.00	\$0.00
3	Products sold by Bound Tree carry only those warranties provided by their manufacturers. This warranty shall apply to both products and equipment, if any, purchased pursuant to the City of Midlothian Agreement	1	EACH	\$0.00	\$0.00
4	THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOUND TREE'S SOLE OBLIGATION AND COLLEGE STATION'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT BOUND TREE'S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OR TO ISSUE A REFUND OR CREDIT.	1	EACH	\$0.00	\$0.00

By Josie Urrutia
Buyer

Total Revised	\$120,000.00
Total Original	\$120,000.00

STATE OF TEXAS §
§ AGREEMENT FOR EMS FIRE DEPT MEDICAL
SUPPLIES
COUNTY OF ELLIS §

This Agreement for EMS Fire Dept. Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Bound Tree Medical, LLC ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

Article II
Contract Documents

- 2.1. This Agreement consists of the following items:
- (a) This Agreement;
 - (b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and
 - (c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III Scope of Services

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

Article IV Compensation

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

Article VIII Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

Article IX Termination

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

Article X Indemnification

10.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND

PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas
Attn: Chris Dick
City Manager
104 West Avenue E
Midlothian, Texas 76065
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC
Attn: Brian LaDuke, President, Emergency Preparedness
5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

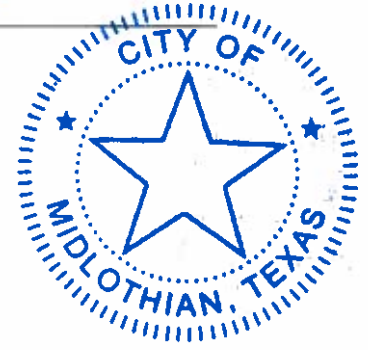
EXECUTED this 8th day of December, 2020

City of Midlothian, Texas

By: [Signature]
Chris Dick, City Manager

Approved as to form:

By: [Signature]
Joseph J. Gorfida, Jr., City Attorney



EXECUTED this 10th day of February, 2021.

Bound Tree Medical, LLC

By: [Signature]
Name: Shawn P. Saylor
Title: CFO

EXHIBIT “A”
City’s Bid



**CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.
11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
 - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.

26. **Collusion:** Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. **All pages of this document packet, taken together comprise the Bid.** Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject the entire bid.
28. **The City of Midlothian, as a governmental agency of the State of Texas,** may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
- 1.) Is your principle place of business in the State of Texas? YES _____ NO _____
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
- a.) In which state is your principle place of business located? _____
- b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES _____ NO _____
- c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. **Award:** Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. **Preference:** Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. **Split Award:** The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. **No Prohibited Interest:** Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?

Yes _____ No _____

5. During an emergency (natural or man-made) situations, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?

Yes _____ No _____

Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

**FOR MINORITY AND/OR WOMAN
OWNED BUSINESS ENTERPRISES**
(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.





Purchasing Division

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #1, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ATTACHMENT**

- A. Usage Spreadsheet
- B. Revised List of Items for RFP Spreadsheet

**2. CLARIFICATION**

- A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. **These terms should be outlined on page 2 item #19 of the bid.**
- B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? **Yes**
- C. Do you anticipate extending the bid due date? **Not at this time.**
- D. Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free](http://www.mygovwatch.com/free)? **No**
- E. Other than your own website, where was this bid posted? **The Midlothian News Mirror**
- F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? **Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.**
- G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? **Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? **Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." **Vendor requests for price adjustments**

- S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? **No part number available: Contact # for Fire Wipes at: (844) 947-3483**
- T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? **5000 units**
- W. Line number 403: Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?  
**For Certi-Dose line 403 see below.**  
**Due to the nature of this product, orders must be made through:**  
**Concordance Healthcare Solutions Purchasing**  
**www.concordancehealthcare.com**  
**Item: 278950**  
**Call 800-473-2332 to set up an account if you are not a current Concordance customer.**  
**Cardinal Health Purchasing**  
**www.orderexpress.cardinalhealth.com**  
**Item: 5513643**  
**Call 800-926-3161 to set up an account if you are not a current Cardinal customer.**  
**Bound Tree Purchasing**  
**www.boundtree.com**  
**Item: 0001-05**  
**Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.**  
**McKesson Pharmaceutical**  
**www.connect.mckesson.com**  
**NDC # 71754-0001-05**  
**Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.**
- X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.  
**Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.**

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Signature** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Tel. No.** \_\_\_\_\_



**Purchasing Division**

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

|                                        |
|----------------------------------------|
| <b>EMS FIRE DEPT. MEDICAL SUPPLIES</b> |
|----------------------------------------|

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

**2. REMINDER AS STATED IN RFP**

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND  
RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**EXHIBIT "B"**  
**Contractor's Response to City's Bid**



# Bound Tree

**CITY OF MIDLOTHIAN**

**EMS MEDICAL SUPPLIES**

**BID NO. 2020-28**

**DUE – NOVEMBER 20, 2020 11:00AM**



Purchasing Division

*Cheryl Allison*  
*Purchasing Agent*

**ADDENDUM #2, November 13, 2020**  
**BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

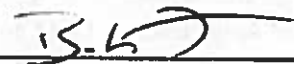
**2. REMINDER AS STATED IN RFP**

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
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**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature   
Name Brian LaDuke  
Title President, Emergency Preparedness  
Tel. No. 800.533.0523

will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.

- J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.
- K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. For this RFP, P2 is the only required signature page.
- L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.
- M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? Electronic/Scanned Signature is fine.
- N. Need manufacturer item numbers for the items below marked as No Substitutions  
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
The only information we have been given is  
64594050 AeroEclipse Face Mask 58-65750 ea.
- O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
This is male and not subject to a particular brand.
- P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.
- Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No Substitutions was a typo. It says to the side or equivalent on the main line.
- R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. This can be substituted with the 6in.



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2020-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us](http://www.midlothian.tx.us)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20  
11-05-20



## TERMS AND CONDITIONS

1. The City of Midlothian will accept sealed bids Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. Bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.
7. QUOTE F.O.B. destination. Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid does not exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.**

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)**

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2020-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. **Bid Closing & Bid Preparation:** Sealed bids received after the bid opening date and time will not be considered. It will be the **SOLE RESPONSIBILITY** of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. **Item Bid:** Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be **NEW** unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. **Samples:** Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. **Alternates:** Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. **Exception/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. **Pharmaceutical Requirements:**
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. **Ambiguity in Bids:** Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. **Changes of Additions:** No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. **Funding:** Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES \_\_\_\_\_ NO x
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
  - a.) In which state is your principle place of business located? Ohio
  - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_\_\_ NO x
  - c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Medstar Ambulance

Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116

Contact Person: Shaun Curtis, Logistics Manager

Telephone: ( 817 ) 923-3700

Email: scurtis@medstar911.org

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department

Address: 2028 Williams Road, Columbus, Ohio 43207

Contact Person: Rick Meadows

Telephone: ( 614 ) 221-3132

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

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS

Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112

Contact Person: Carl Flores, Director of Logistics

Telephone: ( 504 ) 658-1552

Email: cflores@cityofno.com

Product Purchased by Reference: Supplies and pharmaceuticals

**FOR MINORITY AND/OR WOMAN  
OWNED BUSINESS ENTERPRISES**  
(To be completed only if applicable)

\*Not Applicable

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**INDICATE ALL THAT APPLY**

\_\_\_\_\_ Minority Owned Business Enterprise

\_\_\_\_\_ Woman Owned Business Enterprise

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Quantity |        | Bound Tree Medical Item #                                                                                                                                                    |  | Bound Tree Medical Item Description |                                                                                                                                                   | Bound Tree Medical Item # |            | Bound Tree Medical Item Description |  | Quantity |  | Quoted Price |       | Sales UOM |  |
|----------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------|-------------------------------------|--|----------|--|--------------|-------|-----------|--|
| 1        | Airway | BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer, BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent |  | B7-AF3140MBEA                       | Airflow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing                                                | VENTLAB CORPORATION       | AF3140MB   |                                     |  |          |  | \$           | 9.50  | 1/EA      |  |
| 2        | Airway | BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent                                                                                         |  | B7-AF2100MBEA                       | Airflow BVM, Pediatric, Mask, Reservoir O2 Bag, Manometer                                                                                         | VENTLAB CORPORATION       | AF2100MB   |                                     |  |          |  | \$           | 12.50 | 1/EA      |  |
| 3        | Airway | BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent                                                                                         |  | B7-AF5140MBEA                       | Airflow BVM, SM Adult, Mask, Reservoir O2 Bag, Exhalation Filter, Manometer                                                                       | VENTLAB CORPORATION       | AF5140MB   |                                     |  |          |  | \$           | 9.50  | 1/EA      |  |
| 4        | Airway | BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK w/MANOMETER                                                                                                                   |  | 2442-011701                         | SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask                                               | AMBU                      | 523611017  |                                     |  |          |  | \$           | 12.25 | 1/EA      |  |
| 5        | Airway | BVM, SPUR II, Child, w/child mask, bag reservoir, med port, disp                                                                                                             |  | 2442-53213                          | Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve                                           | AMBU                      | 530213000  |                                     |  |          |  | \$           | 8.80  | 1/EA      |  |
| 6        | Airway | BVM, SPUR II, infant, w/infant mask, bag reservoir, med port, disp                                                                                                           |  | 065-540212000EA                     | SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask                                                                                                 | AMBU                      | 540212000  |                                     |  |          |  | \$           | 8.58  | 1/EA      |  |
| 7        | Airway | Curaplex Nebulizer w/Mask, Adult or equivalent                                                                                                                               |  | 301-202EA                           | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing                                            | CURAPLEX BY BOUND TREE    | 202        |                                     |  |          |  | \$           | 0.70  | 1/EA      |  |
| 8        | Airway | Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing                                                                                 |  | 533-MS-25060EA                      | Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult | CURAPLEX BY BOUND TREE    | BT-25060   |                                     |  |          |  | \$           | 0.70  | 1/EA      |  |
| 9        | Airway | Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent                                                                         |  | 30051                               | Curaplex Partial Non Rebreather, Adult                                                                                                            | CURAPLEX BY BOUND TREE    | 30051      |                                     |  |          |  | \$           | 0.70  | 1/EA      |  |
| 10       | Airway | Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent                                                                            |  | 30053                               | Curaplex Partial Non Rebreather, Pediatric                                                                                                        | CURAPLEX BY BOUND TREE    | 30053      |                                     |  |          |  | \$           | 0.70  | 1/EA      |  |
| 11       | Airway | Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent                                                                     |  | 301-107EA                           | Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult                                                             | CURAPLEX BY BOUND TREE    | BT-24003   |                                     |  |          |  | \$           | 0.25  | 1/EA      |  |
| 12       | Airway | Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent                                                                                 |  | 533-MS-24101EA                      | Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing                                                                     | CURAPLEX BY BOUND TREE    | BT-24101   |                                     |  |          |  | \$           | 0.25  | 1/EA      |  |
| 13       | Airway | Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent                                                                                 |  | 14288                               | Curaplex All Brass Regulator, Click-Style                                                                                                         | CURAPLEX BY BOUND TREE    | BTM        |                                     |  |          |  | \$           | 41.50 | 1/EA      |  |
| 14       | Airway | Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent                                                                                                                      |  | 36045                               | Curaplex CPR Mask with O2 Inlet                                                                                                                   | CURAPLEX BY BOUND TREE    | 36045      |                                     |  |          |  | \$           | 2.20  | 1/EA      |  |
| 15       | Airway | Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent                                                                                                 |  | 2113-10225                          | Endotracheal Tubes, Cuffed w/Stylet, 2.5mm                                                                                                        | CURAPLEX BY BOUND TREE    | 2113-10225 |                                     |  |          |  | \$           | 1.42  | 1/EA      |  |
| 16       | Airway | Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent                                                                                                 |  | 2113-10230                          | Endotracheal Tubes, Cuffed w/Stylet, 3.0mm                                                                                                        | CURAPLEX BY BOUND TREE    | 2113-10230 |                                     |  |          |  | \$           | 1.42  | 1/EA      |  |
| 17       | Airway | Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent                                                                                                 |  | 2113-10240                          | Endotracheal Tubes, Cuffed w/Stylet, 4.0mm                                                                                                        | CURAPLEX BY BOUND TREE    | 2113-10240 |                                     |  |          |  | \$           | 1.42  | 1/EA      |  |
| 18       | Airway | Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent                                                                                                 |  | 2113-10245                          | Endotracheal Tubes, Cuffed w/Stylet, 4.5mm                                                                                                        | CURAPLEX BY BOUND TREE    | 2113-10245 |                                     |  |          |  | \$           | 1.42  | 1/EA      |  |
| 19       | Airway | Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent                                                                                                 |  | 2113-10250                          | Endotracheal Tubes, Cuffed w/Stylet, 5.0mm                                                                                                        | CURAPLEX BY BOUND TREE    | 2113-10250 |                                     |  |          |  | \$           | 1.42  | 1/EA      |  |
| 20       | Airway | Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent                                                                                                 |  | 2113-10255                          | Endotracheal Tubes, Cuffed w/Stylet, 5.5mm                                                                                                        | CURAPLEX BY BOUND TREE    | 2113-10255 |                                     |  |          |  | \$           | 1.42  | 1/EA      |  |
| 21       | Airway | Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent                                                                                                 |  | 2113-10260                          | Endotracheal Tubes, Cuffed w/Stylet, 6.0mm                                                                                                        | CURAPLEX BY BOUND TREE    | 2113-10260 |                                     |  |          |  | \$           | 1.42  | 1/EA      |  |
| 22       | Airway | Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent                                                                                                 |  | 2113-10265                          | Endotracheal Tubes, Cuffed w/Stylet, 6.5mm                                                                                                        | CURAPLEX BY BOUND TREE    | 2113-10265 |                                     |  |          |  | \$           | 1.42  | 1/EA      |  |



Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | Qty of Item to be Purchased | Bound Tree Medical Item #                                                                                | Bound Tree Medical Description | Bound Tree Medical Item #                                                                              | Bound Tree Medical Description | Vendor Name  | Vendor Part # | Quoted Price | Selling Unit |
|--------|-----------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------|--------------|---------------|--------------|--------------|
| 42     | Airway                      | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2021-18132                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | TREE                           | 2-0211-8132  | \$            | 2.12         | 1/EA         |
| 43     | Airway                      | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2021-18134                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | TREE                           | 2-0211-8134  | \$            | 2.12         | 1/EA         |
| 44     | Airway                      | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2021-18136                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | TREE                           | 2-0211-8136  | \$            | 2.12         | 1/EA         |
| 45     | Airway                      | Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | 301-202EA                      | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | TREE                           | 202          | \$            | 0.80         | 1/EA         |
| 46     | Airway                      | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 301-LED-0205                   | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | TRI-ANIM HEALTH SERVICES       | 301-LED-0205 | \$            | 6.98         | 1/EA         |
| 47     | Airway                      | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 301-LED-0305                   | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | TRI-ANIM HEALTH SERVICES       | 301-LED-0305 | \$            | 6.98         | 1/EA         |
| 48     | Airway                      | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 301-LED-0405                   | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | TRI-ANIM HEALTH SERVICES       | 301-LED-0405 | \$            | 6.98         | 1/EA         |
| 49     | Airway                      | Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | 301-LED-0005                   | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | TRI-ANIM HEALTH SERVICES       | 301-LED-0005 | \$            | 6.98         | 1/EA         |
| 50     | Airway                      | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 301-LED-1015                   | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | TRI-ANIM HEALTH SERVICES       | 301-LED-1015 | \$            | 6.98         | 1/EA         |
| 51     | Airway                      | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 301-LED-1025                   | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | TRI-ANIM HEALTH SERVICES       | 301-LED-1025 | \$            | 6.98         | 1/EA         |
| 52     | Airway                      | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 301-LED-1035                   | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | TRI-ANIM HEALTH SERVICES       | 301-LED-1035 | \$            | 6.98         | 1/EA         |
| 53     | Airway                      | Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | 2010-35040                     | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | TREE                           | 12990        | \$            | 0.21         | 1/EA         |
| 54     | Airway                      | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2010-35050                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | TREE                           | 13057M5      | \$            | 0.21         | 1/EA         |
| 55     | Airway                      | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2010-35060                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | TREE                           | 13058        | \$            | 0.21         | 1/EA         |
| 56     | Airway                      | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2010-35070                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | TREE                           | 13059        | \$            | 0.21         | 1/EA         |
| 57     | Airway                      | Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | 2010-35080                     | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | TREE                           | 13060        | \$            | 0.21         | 1/EA         |
| 58     | Airway                      | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2010-35090                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | TREE                           | 13061        | \$            | 0.21         | 1/EA         |
| 59     | Airway                      | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2010-35100                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | TREE                           | 13062        | \$            | 0.21         | 1/EA         |
| 60     | Airway                      | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2130-42560                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | LAERDAL MEDICAL CORP.          | 600-42500    | \$            | 3.60         | 1/EA         |
| 61     | Airway                      | Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | 020400                         | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | LAERDAL MEDICAL CORP.          | 600-20000    | \$            | 2.75         | 1/EA         |
| 62     | Airway                      | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2120-17010                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | SUN MED                        | 9-0211-70    | \$            | 4.22         | 1/EA         |
| 63     | Airway                      | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 9-01212-70                     | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | SUN MED                        | 9-0212-70    | \$            | 4.22         | 1/EA         |
| 64     | Airway                      | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 020631                         | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | PRECISION MEDICAL              | 8MFA1005     | \$            | 33.76        | 1/EA         |
| 65     | Airway                      | Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | 313-4602EA                     | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | PULMONARY                      | 313-4602EA   | \$            | 39.50        | 1/EA         |

Item List for City of Midlothian  
EMS Medical Supplies  
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| Item # | City of Midlothian Item Description                                                                             | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                  | Vendor Item #                  | Vendor Item #  | Quoted Price | Selling UOM |
|--------|-----------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|--------------------------------|----------------|--------------|-------------|
| 90     | Alway UEScope 2 Blade Size D2                                                                                   | 2146-03020                | Single Use Blade Size D2 for UESCOPE 2                                                               | INC.                           | 010-3020       | \$ 40.65     | 1/EA        |
| 91     | Alway UEScope 2 Blade Size D3                                                                                   | 2146-03030                | Single Use Blade Size D3 for UESCOPE 2                                                               | INC.                           | 010-3030       | \$ 40.65     | 1/EA        |
| 92     | Alway UEScope 2 Blade Size D4                                                                                   | 2146-03040                | Single Use Blade Size D4 for UESCOPE 2                                                               | INC.                           | 010-3040       | \$ 40.65     | 1/EA        |
| 93     | Alway UEScope 2 VI460 Kit                                                                                       | 2146-01200                | UEScope 2 VI460 Starter Kit                                                                          | INC.                           | 460-1200       | \$ 1,600.00  | 1/EA        |
| 94     | Alway ViaOne Small Volume Nebulizer or equivalent                                                               | A911203                   | ViaOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing                      | WESTMED, INC.                  | 0210           | \$ 0.95      | 1/EA        |
| 95     | Bandaging/Sp ABDOMINAL PADS STERILE 8 IN X 10 IN                                                                | 1212-12111                | Curaplex Abdominal Combine Dressing, Sterile, Bin x 10in                                             | CURAPLEX BY BOUND              | 1212-12111     | \$ 3.40      | 20/BX       |
| 96     | Bandaging/Sp BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX                                                       | 150030                    | Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards                          | CARDINAL HEALTH                | 6720           | \$ 0.75      | 1/EA        |
| 97     | Bandaging/Sp Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs                                    | 16353                     | Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile                                             | CURAPLEX BY BOUND              | STORM-GZM00150 | \$ 0.78      | 1/EA        |
| 98     | Bandaging/Sp Board splint, padded, 3x18 in. long, orange vinyl cover                                            | 660012                    | Spilint, Padded Board, 3inch x 15inch, Orange Vinyl Cover                                            | DMS                            | 60015          | \$ 2.45      | 1/EA        |
| 99     | Bandaging/Sp Board splint, padded, 3x36in long, orange vinyl cover                                              | 660013                    | Spilint, Padded Board, 3inch x 36inch, Orange Vinyl Cover                                            | DMS                            | 60036M         | \$ 4.15      | 1/EA        |
| 100    | Bandaging/Sp Board splint, padded, 3x54in long, orange vinyl cover                                              | 660014                    | Spilint, Padded Board, 3inch x 54inch, Orange Vinyl Cover                                            | DMS                            | 60054M         | \$ 5.55      | 1/EA        |
| 101    | Bandaging/Sp Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System | 1880-13022                | Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black | NORTH AMERICAN RESCUE PRODUCTS | 30-0001        | \$ 24.70     | 1/EA        |
| 102    | Bandaging/Sp Cohesive Elastic Bandage 2in (Blue)                                                                | 1121-36571                | Curaplex Cohesive Elastic Bandage, 2in, Blue                                                         | THEE                           | 1121-36571     | \$ 16.55     | 36/BX       |
| 103    | Bandaging/Sp Cohesive Elastic Bandage 3in (Blue)                                                                | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | THEE                           | 1121-36572     | \$ 15.90     | 24/BX       |
| 104    | Bandaging/Sp Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent                    | 1121-36559                | Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12in/box 8ba/cs                         | THEE                           | 1121-36559     | \$ 0.80      | 12/BG       |
| 105    | Bandaging/Sp CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                    | 64750                     | Curaplex Sharps Solo                                                                                 | THEE                           | BT-64250       | \$ 1.25      | 1/EA        |
| 106    | Bandaging/Sp Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent                                     | 1330-86100                | Curaplex Sterile Alcohol Prep Pads, Large                                                            | THEE                           | 1330-86100     | \$ 1.60      | 100/BX      |
| 107    | Bandaging/Sp Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent                                    | 1330-85300                | Curaplex Sterile Alcohol Prep Pad, Medium                                                            | THEE                           | 1330-85300     | \$ 1.52      | 200/BX      |
| 108    | Bandaging/Sp Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylene or equivalent  | 16685                     | Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet     | THEE                           | 1121-36572     | \$ 2.35      | 1/EA        |
| 109    | Bandaging/Sp Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent             | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | THEE                           | 1121-36572     | \$ 16.45     | 24/BX       |
| 110    | Bandaging/Sp Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent                          | 17100MS                   | Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue                                                 | THEE                           | 17100MS        | \$ 3.50      | 1/EA        |
| 111    | Bandaging/Sp Curaplex Fluff Bandage Roll 4.5"x4.1yds, Sterile, 100r/cs                                          | 1121-36645                | Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd                                            | THEE                           | 1121-36645     | \$ 0.60      | 1/RL        |
| 112    | Bandaging/Sp Curaplex Head Immobilizer, Adult, Incl Head and Chin Straps, 20ea/cs                               | 3141-91010                | Curaplex Instant Head Immobilizer, Adult                                                             | THEE                           | BT-91010       | \$ 3.12      | 1/EA        |
| 113    | Bandaging/Sp Curaplex Hot Pack - Small - 5in x 5in or equivalent                                                | 1432-56000                | Curaplex Hot Pack, Small                                                                             | THEE                           | H5050          | \$ 0.22      | 1/EA        |
| 114    | Bandaging/Sp Curaplex Stop the Bleed, Basic Kit Vacuum Sealed                                                   | 8600-STB001B              | Curaplex Stop the Bleeding, Basic Kit                                                                | THEE                           | 8600-STB001B   | \$ 39.50     | 1/EA        |

Item List for City of Midlothian  
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| Item ID | City of Midlothian Item Description                                                                                                              | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                          | Vendor Name                 | Vendor Item # | Quoted Price | Selling UOM |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|-----------------------------|---------------|--------------|-------------|
| 140     | Bandaging/Sp<br>Paramedic Shears, Yellow, 5.5 In                                                                                                 | 68008                     | Paramedic Shears, 5.5, Yellow                                                                | CURAPLEX BY BOUND TREE      | 182-YELLOW    | \$ 0.75      | 1/PR        |
| 141     | Bandaging/Sp<br>Pediatric/Infant Immobilization Board                                                                                            | 36111                     | Curaplex Pedit Board, w/ Case                                                                | CURAPLEX BY BOUND TREE      | STORM-PIBS    | \$ 85.00     | 1/EA        |
| 142     | Bandaging/Sp<br>Perfit Ace Enrichment Collar Adult                                                                                               | 260281                    | Perfit ACE Adjustable Collar, Adult                                                          | AMBU                        | 000281000     | \$ 3.20      | 1/EA        |
| 143     | Bandaging/Sp<br>Perfit Ace Enrichment Collar pediatric                                                                                           | 260280                    | Perfit Mini ACE Adjustable Collar, Pediatric                                                 | AMBU                        | 000281106     | \$ 3.20      | 1/EA        |
| 144     | Bandaging/Sp<br>QuickClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/tacolin                                                 | 1214-00572                | QuickClot Bleeding Control Dressing, Roll (3 IN x 4 Feet)                                    | Z-MEDICA LLC                | 572           | \$ 18.55     | 1/EA        |
| 145     | Bandaging/Sp<br>SAM Pelvic Sling II                                                                                                              | 665566                    | SAM Pelvic Sling II, Standard, 32-50inch Hip                                                 | SAM MEDICAL                 | P3301-OB-EN   | \$ 62.55     | 1/EA        |
| 146     | Bandaging/Sp<br>SWAT-TOURNIQUET, TACTICAL BLACK                                                                                                  | G1092                     | SWAT-Tourniquet, Tactical Black                                                              | H & H MEDICAL CORPORATION   | SWAT-T BLK-CA | \$ 8.55      | 1/EA        |
| 147     | Bandaging/Sp<br>TAPE ADHESIVE CLOTH 1 IN X 10 YARDS                                                                                              | 1110-14007                | Curaplex&reg; Cloth Tape, 1 In X 10 Yds                                                      | CURAPLEX BY BOUND TREE      | 1841-14007    | \$ 7.90      | 12/BX       |
| 148     | Bandaging/Sp<br>TAPE ADHESIVE CLOTH 3 IN X 10 YARDS                                                                                              | 1110-14009                | Curaplex&reg; Cloth Tape, 3 In X 10 Yds                                                      | CURAPLEX BY BOUND TREE      | 1841-14009    | \$ 7.90      | 4/BX        |
| 149     | Bandaging/Sp<br>VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT                                                    | MT90001                   | Air Transport Vacuum Spine Board Set, 8 Handles w/Ribs Incl Case, Pump and Pelvic Strap, 6ft | CURAPLEX BY BOUND TREE      | MT90001       | \$ 857.50    | 1/EA        |
| 150     | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Large Extremity                                                                                    | 560103                    | Evac-U-Splint Vacuum Extremity Splint (splint only), LG                                      | HARTWELL MEDICAL LLC        | EY 103        | \$ 140.50    | 1/EA        |
| 151     | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Medium Extremity                                                                                   | 560102                    | Evac-U-Splint Vacuum Extremity Splint (splint only), MED                                     | HARTWELL MEDICAL LLC        | EY 102        | \$ 99.90     | 1/EA        |
| 152     | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Small Extremity                                                                                    | 560101                    | Evac-U-Splint Vacuum Extremity Splint (splint only), SM                                      | HARTWELL MEDICAL LLC        | EY 101        | \$ 75.00     | 1/EA        |
| 153     | Control/Clean<br>Inflection<br>BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS                                                                  | 290116                    | Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23inch x 23inch, 7-10gal                    | MEDEGEN MEDICAL PRODUCTS    | F116          | \$ 0.09      | 1/EA        |
| 154     | Control/Clean<br>Inflection<br>Cleaning agent that will kill COVID 19 (Spray bottle)                                                             | 1061-82830                | Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle                | ESSENDANT                   | 30828         | \$ 6.90      | 1/EA        |
| 155     | Control/Clean<br>Inflection<br>Cleaning agent that will kill COVID 19 (wipes canister)                                                           | 1061-100                  | CaviWipes Surface Disinfectant Wipes, 6inch x 6 3/4inch                                      | METREX RESEARCH CORPORATION | 13-1100       | \$ 9.25      | 160/TB      |
| 156     | Control/Clean<br>Inflection<br>Clorox Healthcare Hydrogen Peroxide Wipes Tub 95                                                                  | 1061-82403                | Clorox Hydrogen Peroxide Disinfectant Wipes, 6.75inch x 9inch                                | ESSENDANT                   | CLO30824      | \$ 47.77     | 6/CS        |
| 157     | Control/Clean<br>Inflection<br>Clorox Healthcare Hydrogen Peroxide Green Label Disinfectant Cleaner Spray Bottle, 32oz                           | 1061-82830                | Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle                | ESSENDANT                   | 30828         | \$ 7.55      | 1/EA        |
| 158     | Control/Clean<br>Inflection<br>COMT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                                   | 64250                     | Curaplex Sharps Solo                                                                         | CURAPLEX BY BOUND TREE      | 8T-64250      | \$ 1.79      | 1/EA        |
| 159     | Control/Clean<br>Inflection<br>Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipes, BioBag or equivalent | 670202-KIT                | Curaplex PPE Kit- Basic+ FaceShield                                                          | CURAPLEX BY BOUND TREE      | 670202-KIT    | \$ 9.55      | 1/EA        |
| 160     | Control/Clean<br>Inflection<br>GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810                                                              | R3127                     | Sanizide Plus Disinfectant/Deodorizer, Spray Bottle, 32oz                                    | SAFETEC                     | 34810         | \$ 8.15      | 1/EA        |

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Bid No.: 2020-28

| Item # | Quantity                | Item Description                                                                     | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                      | Vendor Name                | Vendor Part #   | Quoted Price | Unit Price |
|--------|-------------------------|--------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------|----------------------------|-----------------|--------------|------------|
| 178    | Inflection              | Microdot Bleach Wipes                                                                | CS600-12                  | *MEG B/O * WIPES BLEACH MICRODOT (160/TUB)                                                               | Cambridge Sensors USA, LLC | 600-12          | \$ 10.22     | 160/TB     |
| 179    | Inflection              | Multi-Purpose Collection Bag with Hook                                               | 1071-17367                | Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS                                            | CURAPLEX BY BOUND TREE     | 1071-17367      | \$ 8.75      | 12/PK      |
| 180    | Inflection              | Particulate Respirator, N95 Mask, Large Size                                         | 1513                      | N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG                                      | MOLDEX-METRIC, INC.        | 1513            | \$ 21.99     | 20/BX      |
| 181    | Inflection              | Particulate Respirator, N95 Mask, Tecmol, Regular Size 35/bx 6bx/CS                  | 8618                      | FLUIDSHIELD N95 Particulate Filter Respirator and Surgical Mask, w/Headband, Orange, Safety Seal Regular | O&M Hayward, Inc.          | 46767           | \$ 0.74      | 1/EA       |
| 182    | Inflection              | Particulate Respirator, N95 Mask, XL Size                                            | 1031-46827                | FluidShield, N95 Respirator, Small Size, 35/BX, 6BX/CS                                                   | O&M Hayward, Inc.          | 46827           | \$ 109.99    | 35/BX      |
| 183    | Inflection              | Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx | 1063-20763                | FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable                            | Firewipes                  | FW0207CA        | \$ 10.10     | 12/BX      |
| 184    | Inflection              | SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent         | 660274                    | Kimberly Clark V20 Safety Glasses, Clear Anti-Fog Lens                                                   | MED PLUS SERVICES USA      | 25654           | \$ 1.95      | 1/PR       |
| 185    | Inflection              | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                           | 400012                    | Medicut Scalpel, Sterile, Disposable Size 11                                                             | DYNAREX CORPORATION        | 4111            | \$ 0.45      | 1/EA       |
| 186    | Inflection              | SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X 10.75 IN 20/CS               | 1860-08708                | Curaplex Sharps Container, Mailbox/Rotating Lid, 10.5in x 3.5in x 10.5in, 5.4 Quart                      | CURAPLEX BY BOUND TREE     | 1860-08708      | \$ 3.37      | 1/EA       |
| 187    | Inflection              | SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS         | 1860-08706                | Curaplex Sharps Container, Flat, 10in L x 7in W x 6.75in H, 4 Quart                                      | CURAPLEX BY BOUND TREE     | 1860-08706      | \$ 3.35      | 1/EA       |
| 188    | Inflection              | SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN     | 1860-08702                | Curaplex Sharps Container, Flip, 3.5in L x 3.5in W x 7in H, 1 Quart                                      | CURAPLEX BY BOUND TREE     | 1860-08702      | \$ 1.15      | 1/EA       |
| 189    | Inflection              | SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)                       | 295502                    | *NON-RETURNABLE* SLEEVE COVERS YELLOW 18 IN 100PAIR/CS                                                   | SAFETY TODAY               | 002501-YPE      | \$ 1.47      | 1/PR       |
| 190    | Inflection              | SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING                                     | 1033-15311                | Spit Sock Hood, to Prevent Spitting                                                                      | STEARNS WEAR               | SPIT SOCK WHITE | \$ 3.10      | 1/EA       |
| 191    | IV Supplies and Needles | Curaplex Dart w/vial adapter kit                                                     | 670212-KIT                | Curaplex Dart w/ Vial Adapter Kit (3CC Syringe)                                                          | CURAPLEX BY BOUND TREE     | 670212-KIT      | \$ 7.55      | 1/EA       |
| 192    | IV Supplies and Needles | CATHETER INTRAVENOUS (IV) 16 ga x 1/4 IN 50/BX                                       | 353062                    | Protectiv Plus IV Catheters, 16ga x 1/4inch                                                              | SMITHS MEDICAL ASD, INC.   | 306201          | \$ 1.54      | 1/EA       |
| 193    | IV Supplies and Needles | CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                    | 353065                    | Protectiv Plus IV Catheters, 18ga x 1/4inch                                                              | SMITHS MEDICAL ASD, INC.   | 306501          | \$ 1.54      | 1/EA       |
| 194    | IV Supplies and Needles | CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                    | 353067                    | Protectiv Plus IV Catheters, 20ga x 1inch                                                                | SMITHS MEDICAL ASD, INC.   | 306701          | \$ 1.54      | 1/EA       |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Line # | City of Midlothian Item Description                                                                          | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                          | Vendor Name              | Vendor Item #    | Quoted Price | Selling Unit |
|--------|--------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|--------------------------|------------------|--------------|--------------|
| 212    | IV Supplies and Needles<br>Lancets, Unistix 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple             | 2764-70728                | Curaplex&reg; Safety Lancet, 28 Gauge, Orange                                                | CURAPLEX BY BOUND TREE   | SL28G-2764-70728 | \$ 6.25      | 100/BX       |
| 213    | IV Supplies and Needles<br>Lancets, Unistix 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow              | 675-ATT1002               | Unistix 3 Normal Safety Lancet, 1.8mm, 23ga, 100/Box                                         | OWEN MUMFORD INC         | AT 1002          | \$ 17.25     | 100/BX       |
| 214    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism        | 1641-76618                | BD Eclipse Safety Needles, 18ga x 1 1/2Inch                                                  | BECTON DICKINSON         | 305766           | \$ 22.35     | 100/BX       |
| 215    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism          | 62305916                  | Safety Glide Hypodermic Needle, 25ga x 1inch                                                 | Becton Dickinson         | 305916           | \$ 0.40      | 1/EA         |
| 216    | IV Supplies and Needles<br>Syringe and Needle, 10cc, 21 ga x 1 1/2 inch                                      | 11297                     | Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2In, Deep Green Hub                      | EXEL INTERNATIONAL, INC. | 26107            | \$ 0.09      | 1/EA         |
| 217    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch                        | 11278                     | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8In                                   | EXEL INTERNATIONAL, INC. | 26044            | \$ 0.10      | 1/EA         |
| 218    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch                        | 30-260408X                | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2In                                   | EXEL INTERNATIONAL, INC. | 26040            | \$ 10.40     | 100/BX       |
| 219    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle     | 625779                    | Syringe, Detachable Eclipse Needle, 21ga x 1inch, 3cc                                        | BECTON DICKINSON         | 305779           | \$ 0.26      | 1/EA         |
| 220    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle     | C012350                   | Safety Glide Hypodermic Needle, 22ga x 1 1/2inch                                             | BECTON DICKINSON         | 305900           | \$ 15.90     | 50/BX        |
| 221    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 30CC                                                       | 1633-30430                | Syringe Only, Luer Lock, 30cc                                                                | B. BRAUN MEDICAL, INC    | 4617304F-02      | \$ 0.44      | 1/EA         |
| 222    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 60CC                                                       | 620300                    | Syringe (Only), Luer Lock w/cap, 50-60cc                                                     | EXEL INTERNATIONAL, INC. | 26300            | \$ 16.12     | 25/BX        |
| 223    | IV Supplies and Needles<br>Syringe, Luer Lock, 30-35cc                                                       | 1633-29030                | Syringe, Luer Lock w/cap, 30-35cc                                                            | EXEL INTERNATIONAL, INC. | 26290            | \$ 0.42      | 1/EA         |
| 224    | IV Supplies and Needles<br>Tourniquet (non latex) individual rolled                                          | 1841-14000                | Curaplex Tourniquet, Latex Free 1In x 18In, Rolled, Blue                                     | CURAPLEX BY BOUND TREE   | 1841-14000       | \$ 19.98     | 250/BG       |
| 225    | IV Supplies and Needles<br>VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK                                      | 353367                    | Interlink Vial Access Cannula, 15ga                                                          | BECTON DICKINSON         | 303367           | \$ 0.35      | 1/EA         |
| 226    | Lucas Supplies<br>4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15 | 2743-02011                | 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15   | STRYKER                  | 11111-000020     | \$ 345.70    | 1/EA         |
| 227    | Lucas Supplies<br>6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15                             | 2743-02211                | 6-Wire Precordial Leads for a 12-Lead ECG Cable                                              | STRYKER                  | 11111-000022     | \$ 131.25    | 1/EA         |
| 228    | Lucas Supplies<br>ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP15 or equivalent           | 2745-10108                | Curaplex&reg; ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15 | CURAPLEX BY BOUND TREE   | LP12             | \$ 1.40      | 1/RL         |



Item List for City of Middleton  
EMS Medical Supplies  
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| Item # | City of Middleton Item Description | Bound Tree Medical Item # | Bound Tree Medical Description                                                                      | Vendor Name            | Vendor Item # | Quoted Price | Selling Unit |
|--------|------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------|------------------------|---------------|--------------|--------------|
| 246    | IP-15 and Lucas<br>Supplies        | 4510-04676                | Lucas 2 Section Cuff, Disposable, 3/pack                                                            | STRYKER                | 11576-000046  | \$ 125.90    | 3/PK         |
| 247    | IP-15 and Lucas<br>Supplies        | 2743-02406                | Masimo SET Rainbow Compatible Cable, 4 ft                                                           | MASIMO                 | 2406          | \$ 94.35     | 1/EA         |
| 248    | IP-15 and Lucas<br>Supplies        | 2712-04971                | Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable      | STRYKER                | 11171-000049  | \$ 557.75    | 1/EA         |
| 249    | IP-15 and Lucas<br>Supplies        | 2743-02069                | Masimo Rainbow, DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft for use with RC Patient Cable | MASIMO                 | 2069          | \$ 779.00    | 1/EA         |
| 250    | IP-15 and Lucas<br>Supplies        | 2750-57711                | Mobile Battery Charger (Physio) Includes AC and DC power cords                                      | STRYKER                | 11577-000011  | \$ 1,889.47  | 1/EA         |
| 251    | IP-15 and Lucas<br>Supplies        | 16384                     | Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent                                 | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PK         |
| 252    | IP-15 and Lucas<br>Supplies        | 16384                     | Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent                            | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PK         |
| 253    | IP-15 and Lucas<br>Supplies        | 2615-63501                | NIBP Cuff-Reusable, Adult                                                                           | SPACE LABS HEALTHCARE  | US7635HP-05   | \$ 13.28     | 1/EA         |
| 254    | IP-15 and Lucas<br>Supplies        | 2615-32003                | NIBP Cuff-Reusable, Child                                                                           | SPACE LABS HEALTHCARE  | US1320HP-05   | \$ 8.95      | 1/EA         |
| 255    | IP-15 and Lucas<br>Supplies        | 2615-81409                | NIBP Cuff-Reusable, Infant                                                                          | SPACE LABS HEALTHCARE  | US0814HP-05   | \$ 7.95      | 1/EA         |
| 256    | IP-15 and Lucas<br>Supplies        | 2615-24212                | NIBP Cuff-Reusable, Large Adult                                                                     | SPACE LABS HEALTHCARE  | US3242HP-05   | \$ 14.95     | 1/EA         |
| 257    | IP-15 and Lucas<br>Supplies        | 2615-82619                | NIBP Cuff-Reusable, Small Adult                                                                     | SPACE LABS HEALTHCARE  | US1826HP-05   | \$ 10.35     | 1/EA         |
| 258    | IP-15 and Lucas<br>Supplies        | 2613-28148                | NIBP Tubing Coiled (Physio)                                                                         | STRYKER                | 21300-008148  | \$ 82.25     | 1/EA         |
| 259    | IP-15 and Lucas<br>Supplies        | 2746-11541                | REDI-CHARGE Base                                                                                    | STRYKER                | 11141-000115  | \$ 1,389.90  | 1/EA         |
| 260    | IP-15 and Lucas<br>Supplies        | 2712-04126                | SENSOR, MASIMO UNCS ADULT, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG                  | MASIMO                 | 1859          | \$ 12.92     | 1/EA         |
| 261    | IP-15 and Lucas<br>Supplies        | 2712-03911                | Sensors, Masimo SET M-UNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable      | STRYKER                | 11171-000039  | \$ 13.90     | 1/EA         |
| 262    | IP-15 and Lucas<br>Supplies        | 2712-41171                | Sensors, Masimo SET M-UNCS, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable         | STRYKER                | 11171-000041  | \$ 18.18     | 1/EA         |

Item List for City of Midlothian  
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| Line # | City of Midlothian Item Description | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                        | Vendor Name                                  | Vendor Item #  | Quoted Price | Unit  |
|--------|-------------------------------------|---------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------|----------------|--------------|-------|
| 283    | Medications                         | 373304                    | CALCIUM CHLORIDE 1GM 10ML LUERJET                                                          | IMS LIMITED                                  | 7632933041     | \$ 110.15    | 10/BX |
| 284    | Medications                         | 373304                    | Calcium Chloride 1gm, 10ml Luer Jet 10108                                                  | IMS LIMITED CERTA DOSE - SPECIALTY PHARM SVC | 7632933041     | \$ 111.42    | 10/BX |
| 285    | Medications                         | 00001-05                  | Certa Dose Epinephrine Convenience Kit                                                     | PFIZER INC. (HOSPIRA)                        | CD-EPI-005     | \$ 96.75     | 1/EA  |
| 286    | Medications                         | 377515                    | DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C                                                | IMS LIMITED                                  | 0409751716     | \$ 108.70    | 10/BX |
| 287    | Medications                         | 373301                    | DEXTROSE 50% 25GM, 50ML LUER JET 1013B                                                     | B. BRAUN MEDICAL, INC                        | 7632933011     | \$ 157.70    | 10/PK |
| 288    | Medications                         | 7520-20                   | Dextrose D10 250cc                                                                         | Hikma Pharmaceuticals USA Inc                | LS202          | \$ 2.72      | 1/EA  |
| 289    | Medications                         | 6013-10                   | Diliazem, 25mg, 5ml Vial *Refrigerate*                                                     | HF Acquisition CO, LL (HealthFirst)          | 0641601310     | \$ 35.15     | 10/BX |
| 290    | Medications                         | 1000200                   | DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL                                            | PFIZER INC. (HOSPIRA)                        | 1000200        | \$ 4.35      | 1/EA  |
| 291    | Medications                         | 374921                    | Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A                                      | PFIZER INC. (HOSPIRA)                        | 0409492134     | \$ 61.15     | 10/BX |
| 292    | Medications                         | 374921                    | Epinephrine 1:10000, 1mg, 10ml                                                             | PFIZER INC. (HOSPIRA)                        | 0409492134     | \$ 61.15     | 10/BX |
| 293    | Medications                         | 373316                    | Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B                                              | IMS LIMITED CARDINAL HEALTH                  | 7632933161     | \$ 95.75     | 10/PK |
| 294    | Medications                         | 0159-25EA                 | Epinephrine 1:1000                                                                         | RX PFIZER INC. (HOSPIRA)                     | 995914         | \$ 455.75    | 25/PK |
| 295    | Medications                         | 379094                    | Fentanyl 100mcg/1ml vial                                                                   | PFIZER INC. (HOSPIRA)                        | 0409909422     | \$ 32.80     | 25/BX |
| 296    | Medications                         | 0593-03                   | Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                                          | OTHER MANUFACTURER                           | 63323-0593-03  | \$ 147.50    | 1/EA  |
| 297    | Medications                         | 000002145001              | Glucagon, 1mg, 1ml vial, Emergency Kit, Red, 1 Vial Powder, 1 Prefilled Syringe of Diluent | CARDINAL HEALTH-PHARMA                       | 2858090        | \$ 349.50    | 1/EA  |
| 298    | Medications                         | 662248                    | Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)                                     | UFE NUTRITION LLC                            | 6379           | \$ 3.55      | 3/PK  |
| 299    | Medications                         | UN7637                    | Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)                                          | UFE NUTRITION LLC OTHER                      | 7637           | \$ 3.55      | 3/PK  |
| 300    | Medications                         | 373474                    | HALOPERIDOL 5MG 1ML VIAL                                                                   | MANUFACTURER                                 | 437401 (25/PK) | \$ 187.70    | 25/PK |
| 301    | Medications                         | AB2723-01C                | Heparin 5000u/1ml vial                                                                     | PFIZER INC. (HOSPIRA)                        | 0409-2723-01   | \$ 34.90     | 25/BX |
| 302    | Medications                         | 7620-03                   | Heparin pre-mixed 250 or 500cc bag                                                         | NEPHRON PHARMACEUTICALS CORP                 | 0409762003     | \$ 74.75     | 18/CS |
| 303    | Medications                         | 379801                    | IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED                                | PHARMACEUTICALS CORP                         | 9801-01        | \$ 5.90      | 30/BX |
| 304    | Medications                         | 600-10                    | IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile                   | AQUABIITI BAXTER HEALTHCARE                  | 270806         | \$ 0.33      | 1/EA  |
| 305    | Medications                         | 1921-16217                | IV Solution, Dextrose 10% 250ml Bag 36cm/cs Baxter                                         | DMG                                          | 280162Q        | \$ 5.52      | 1/EA  |

Item List for City of Midlothian  
EMS Medical Supplies  
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| Item ID | City of Midlothian Item Description | Bound Tree Medical Item #       | Bound Tree Medical Item Description                                                                      | Vendor Name              | Vendor Item # | Quoted Price | Selling Unit |
|---------|-------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------|---------------|--------------|--------------|
| 330     | Medications                         | 376625                          | SODIUM BICARBONATE 8.4%                                                                                  | PFIZER INC.              | 0409662502    | \$ 280.00    | 25/BX        |
| 331     | Medications                         | 371035                          | Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B                                                              | IMS LIMITED              | 7632933521    | \$ 147.12    | 10/PK        |
| 332     | Medications                         | 376637                          | SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A                                                         | PFIZER INC.              | 0409663734    | \$ 115.90    | 10/BX        |
| 333     | Medications                         | 0409-0047-22                    | Solu-Medrol, 125 mg, 2ml ACT-O-VIAL or equivalent                                                        | PFIZER INC.              | 0009-0047-22  | \$ 242.35    | 25/BX        |
| 334     | Medications                         | 9746-10EA                       | Terbutaline 1mg, 1ml Vial                                                                                | Huma Pharmaceuticals USA | 0143974610    | \$ 47.55     | 10/BX        |
| 335     | Medications                         | 0166-41                         | Tranexamic Acid 100mg/ml, 10ml vial                                                                      | CARDINAL HEALTH          | 5099510       | \$ 117.50    | 10/BX        |
| 336     | Medications                         | 0931-44                         | Vecuronium 10mg/10ml vial                                                                                | CARDINAL HEALTH          | 5058045       | \$ 91.15     | 10/BX        |
| 337     | SUCTION                             | 533-MS-YK20EA                   | Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent | CURAPLEX BY BOUND TREE   | 8T-YK20       | \$ 1.04      | 1/EA         |
| 338     | SUCTION                             | 2212-11200                      | Curaplex Disposable Suction Canister, 1200cc or equivalent                                               | CURAPLEX BY BOUND TREE   | 484410        | \$ 2.48      | 1/EA         |
| 339     | SUCTION                             | 2743-80422                      | Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK                                                      | LAERDAL MEDICAL CORP.    | 780422        | \$ 11.65     | 12/PK        |
| 340     | SUCTION                             | 1780020                         | LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL                                            | LAERDAL MEDICAL CORP.    | 78002001      | \$ 887.85    | 1/EA         |
| 341     | SUCTION                             | 1200ml                          | Medi-Vac Guardian Disposable Hard Suction Canister                                                       | CURAPLEX BY BOUND TREE   | 484410        | \$ 2.48      | 1/EA         |
| 342     | SUCTION                             | control port, sterile, disp, LF | Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb                                                  | CURAPLEX BY BOUND TREE   | 36090         | \$ 0.12      | 1/EA         |
| 343     | SUCTION                             | control port, sterile, disp, LF | Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb                                                  | CURAPLEX BY BOUND TREE   | 36091         | \$ 0.12      | 1/EA         |
| 344     | SUCTION                             | control port, sterile, disp, LF | Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb                                                 | CURAPLEX BY BOUND TREE   | 36092         | \$ 0.12      | 1/EA         |
| 345     | SUCTION                             | control port, sterile, disp, LF | Suction catheter, 12 Fr, coiled, w/whistle tip and thumb                                                 | CURAPLEX BY BOUND TREE   | 36093         | \$ 0.12      | 1/EA         |
| 346     | SUCTION                             | control port, sterile, disp, LF | Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb                                                 | CURAPLEX BY BOUND TREE   | 36094         | \$ 0.12      | 1/EA         |
| 347     | SUCTION                             | control port, sterile, disp, LF | Suction catheter, 16 Fr, coiled, w/whistle tip and thumb                                                 | CURAPLEX BY BOUND TREE   | 36095         | \$ 0.12      | 1/EA         |
| 348     | SUCTION                             | control port, sterile, disp, LF | Suction catheter, 18 Fr, coiled, w/whistle tip and thumb                                                 | CURAPLEX BY BOUND TREE   | 36096         | \$ 0.12      | 1/EA         |
| 349     | STRETCHER                           |                                 | Curaplex Blanket, Fleece 60x90 blue                                                                      | CURAPLEX BY BOUND TREE   | 17100MS       | \$ 3.50      | 1/EA         |
| 350     | SUPPLIES                            |                                 | Curaplex Blanket, Polyester 40x80 RTZ                                                                    | CURAPLEX BY BOUND TREE   | 3271-63802    | \$ 30.99     | 10/CS        |
| 351     | STRETCHER                           |                                 | Curaplex Patient Transporter 1200lb or greater capacity or equivalent                                    | CURAPLEX BY BOUND TREE   | 3246-12345    | \$ 15.25     | 1/EA         |
| 352     | SUPPLIES                            |                                 | Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent                           | CURAPLEX BY BOUND TREE   | 3271-62602    | \$ 45.50     | 30/CS        |
| 353     | STRETCHER                           |                                 | Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergic, 12ea/cs                               | CARE LINE INC.           | 089-7015      | \$ 2.40      | 1/EA         |
| 354     | SUPPLIES                            |                                 | Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends                           | DMS                      | 11152BK       | \$ 8.39      | 1/EA         |



Item List for City of Midlothian  
EMS Medical Supplies  
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| Item # | City of Midlothian Item Description | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                        | Manufacturer                | Manufacturer P/N | Quoted Price | Selling Unit |
|--------|-------------------------------------|---------------------------|--------------------------------------------------------------------------------------------|-----------------------------|------------------|--------------|--------------|
| 383    | Various                             | 5000-68821                | Lumify L12-4 System                                                                        | PHILIPS MEDICAL SYSTEMS HSG | FUS6882          | \$ 5,119.00  | 1/EA         |
| 384    | Various                             | 5000-68840                | Lumify S4-1 Bundle                                                                         | PHILIPS MEDICAL SYSTEMS HSG | FUS6884          | \$ 5,119.00  | 1/EA         |
| 385    | Various                             | 5000-68811                | Lumify CS-2 Bundle                                                                         | PHILIPS MEDICAL SYSTEMS HSG | FUS6881          | \$ 5,119.00  | 1/EA         |
| 386    | Various                             | 1151200                   | MANIKIN FACE SHIELD 36/RL 68L/CS                                                           | LAERAL MEDICAL CORP         | 15120303         | \$ 10.96     | 36/RL        |
| 387    | Various                             | 444001                    | OB Kit, poly bagged with scalpel                                                           | CURAPLEX BY BOUND TREE      | 444001           | \$ 11.45     | 1/EA         |
| 388    | Various                             | 540104                    | Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation | AMERICAN DIAGNOSTIC CORP.   | 804N             | \$ 35.00     | 1/EA         |
| 389    | Various                             | 2733-53175                | Probe Covers for SureTemp Thermometers 690, Disposable                                     | WELCH ALLYN, INC.           | 05031-750        | \$ 10.40     | 250/BX       |
| 390    | Various                             | 2320-14180                | Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                       | PRECISION MEDICAL           | HA-U1C4-00180    | \$ 51.25     | 1/EA         |
| 391    | Various                             | 61511                     | Ring Cutter                                                                                | CURAPLEX BY BOUND TREE      | 47-373           | \$ 4.25      | 1/EA         |
| 392    | Various                             | 61512                     | Ring Cutter, Replacement blades Magnum Medical Ring                                        | CURAPLEX BY BOUND TREE      | 816              | \$ 1.60      | 1/EA         |
| 393    | Various                             | 400012                    | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                 | DYNAREX CORPORATION         | 4111             | \$ 0.45      | 1/EA         |
| 394    | Various                             | 1880-61810                | Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pkg                                    | LOGISTICS                   | 7618-10          | \$ 21.70     | 100/PK       |
| 395    | Various                             | 607112                    | Sterile Water for Irrigation, 250ml Plastic Pour Bottle                                    | BAXTER HEALTHCARE           | 267112           | \$ 2.77      | 1/EA         |
| 396    | Various                             | 355001                    | Sterile Water for Irrigation, 500ml Plastic Pour Bottle                                    | B. BRAUN MEDICAL, INC       | RS001-01         | \$ 1.84      | 1/EA         |
| 397    | Various                             | 2621-61922                | Stethoscope (Adscope-Lite 619 30 in length Red)                                            | AMERICAN DIAGNOSTIC CORP.   | 619BK            | \$ 19.55     | 1/EA         |
| 398    | Various                             | 2621-01115                | Stethoscope (disposable single head)                                                       | DUKAL CORP.                 | 1115             | \$ 10.70     | 10/BX        |
| 399    | Various                             | 670156-KIT                | Stop The Bleed Sticker Kit (10 Stickers/Kit)                                               | CURAPLEX BY BOUND TREE      | 670156-KIT       | \$ 25.65     | 10/EA        |



11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment ("PPE") and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many of our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,

Brian LaDuke, President, Emergency Preparedness

# Partners in EMS



## In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



## Advanced Online Tools

From free online continuing education courses at [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com) to elaborate online ordering tools at [www.boundtree.com](http://www.boundtree.com), we are focused on the most cutting edge technology that will streamline your day-to-day operations.



## 24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



## Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at [www.boundtreegrants.com](http://www.boundtreegrants.com).



## Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



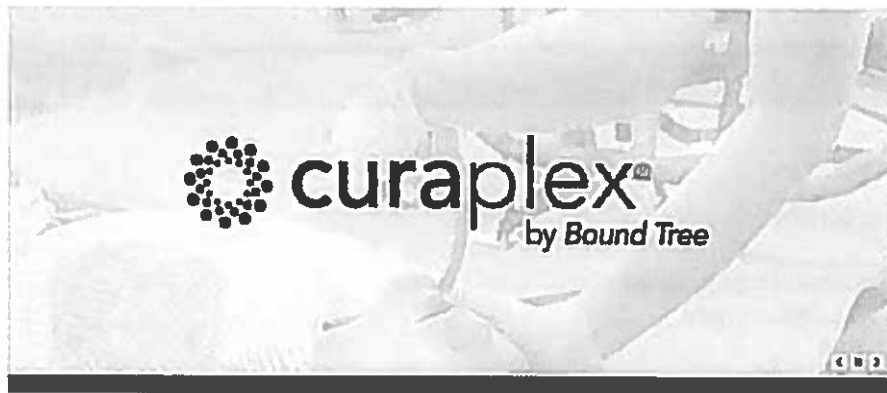
Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.



# Bound Tree

800.533.0523 | [www.boundtree.com](http://www.boundtree.com)



## NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today.



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#### Diagnostics »



#### Infection Control »



#### Trauma/ Wound Care »



#### Instruments/ Personal Items »



#### IV/Drug Delivery »



#### Immobilization »



#### Monitoring/ Defibrillation »



**SHOP ALL CURAPLEX® PRODUCTS**



## Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer service at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted



## Product Return Information

### NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

#### Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

#### Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.



## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.

**August 12, 2021**

**Item No. 7.9.**

**CTTV, LLC dba Team 3 Rentals Franchise Agreement Ordinance**

**Sponsor:** Pete Caler, Assistant Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with CTTV, LLC dba Team 3 Rentals for the collection of recyclables from commercial businesses and multi-family locations.

**Relationship to Strategic Goals:**

Infrastructure and Core Services

**Recommendation(s):** Staff recommends approval of this franchise agreement ordinance.

**Summary:** The proposed agreement would allow CTTV, LLC dba Team 3 Rentals to collect recyclables from commercial businesses and multi-family locations within the City of College Station. The company will be responsible for developing on-site collection of recyclables so as not to interfere with the collection of municipal solid waste (MSW).

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

**Attachments:**

1. 21300580 CTTV LLC dba Team 3 Rentals and Service 6-21-21 (final1)





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

## CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300580 PROJECT#: n/a BID/RFP/RFQ#: n/a

Project Name / Contract Description: Recyclable Collection Franchise Agreement

Name of Contractor: CTTV, LLC dba Team 3 Rentals and Service

CONTRACT TOTAL VALUE: \$ n/a Grant Funded ☐ Yes ☒ No  
If yes, what is the grant number:                     

Debarment Check ☐ Yes ☐ No ☒ N/A Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A  
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A Buy America Required ☐ Yes ☐ No ☒ N/A  
Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL #        ☐ CHANGE ORDER #        ☐ OTHER                     

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Two City Council readings required for this Franchise Agreement; scheduled for July 22, 2021; August 12, 2021.

(If required)\*  
CRC Approval Date\*: n/a Council Approval Date\*:                      Agenda Item No\*:                     

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates:            Performance Bond: n/a Payment Bond: n/a Info Tech: n/a

### SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

### APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on                     

Scanned into Laserfiche on                     

Original(s) sent to Fiscal on

**ORDINANCE NO. \_\_\_\_\_**

**RECYCLABLES COLLECTION FRANCHISE AGREEMENT**

**AN ORDINANCE GRANTING CONTRACTOR, CTTV, LLC DBA TEAM 3 RENTALS AND SERVICE, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.**

**WHEREAS**, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

**WHEREAS**, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

**WHEREAS**, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,**

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## ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

## **ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE**

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

## **ARTICLE III. PAYMENT AND TERM**

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

**3.2 Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20<sup>th</sup>) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

**3.3 Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

**3.4 Franchise Fee Requirements.** Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

**3.5 Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20<sup>th</sup>) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
  - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
  - c. Any other information concerning the collections as required by the City's Representative.

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

## **ARTICLE VII. COLLECTION AND TRANSPORT**

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

## **ARTICLE VIII. PLACEMENT OF RECEPTACLES**

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

## **ARTICLE IX. SERVICE COMPLAINTS**

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.



- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

## **ARTICLE X. DISPOSAL AND PROCESSING**

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

## **ARTICLE XI. VIOLATION AND PENALTY**

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

## **ARTICLE XII. INSURANCE**

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

### ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

### ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.
- 15.2 Termination.**
- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
  - b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
  - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

**15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

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

**15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

**15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

**15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

|                                      |                                          |
|--------------------------------------|------------------------------------------|
| City of College Station              | CTTV, LLC dba Team 3 Rentals and Service |
| Attn: Michael Lucas, Fiscal Services | Attn: Caryn Thompson                     |
| PO BOX 9960                          | PO Box 1100                              |
| College Station, TX 77842            | Hilltop Lakes, TX 77871                  |
| mlucas@cstx.gov                      | caryn.thompson@team3rentals.com          |

**15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

**15.15 Public Meetings and Readings.** This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the \_\_\_\_ day of \_\_\_\_\_, 2021.
- b. Second Consideration & Approval on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**CTTV, LLC DBA TEAM 3 RENTALS  
AND SERVICE**

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

Printed Name: Caryn Thompson

Title: **LLC Member**

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

**CITY OF COLLEGE STATION**

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

Mayor

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

**ATTEST:**

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

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

**APPROVED:**

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

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

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

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

\_\_\_\_\_  
Assistant City Manager/CFO

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

## EXHIBIT A. SCHEDULE OF RATES

**I. Contractor's base rates are set forth below, and may increase, depending on a variety of conditions, including but not limited to:**

- a. Location of Customer
- b. Impact on Existing Routes
- c. Ingress and Egress Capabilities
- d. Special Requests by Customers
- e. Frequency of Collections
- f. Volume of Materials
- g. Type of Materials
- h. External Contributing Conditions of Market Costs

**II. Roll-Off Dumpster Rental**

| Per Day | Per Week | Per Month  |
|---------|----------|------------|
| \$50.00 | \$315.00 | \$1,120.00 |

Delivery and Pickup \$400.00 each

Dumpster dump \$350.00

**III. Trash Trailer Rental**

| Per Day | Per Week | Per month |
|---------|----------|-----------|
| \$25.00 | \$140.00 | \$420.00  |

Delivery and Pickup \$150.00 each

Trash dump \$250.00

*Dump trailer service is not regulated under this Franchise Agreement; however, this service will remain listed herein solely as a reference for the possible combination service of both roll-off and dump trailer selection.*

**IV. Combo Unit Rental**

| Per Day | Per Week | Per Month |
|---------|----------|-----------|
| \$45.00 | \$280.00 | \$980.00  |

Delivery and Pickup \$150.00 each

Dump Fee \$250.00

## **EXHIBIT B. INSURANCE REQUIREMENTS**

Throughout the term of this Agreement the Contractor must comply with the following:

### **I. Standard Insurance Policies Required:**

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

### **II. General Requirements Applicable to All Policies:**

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e. The City will not accept "claims made" policies.
- f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

### **III. Commercial General Liability**

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:  
premises/operations with separate aggregate; independent contracts;  
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

#### **IV. Business Automobile Liability**

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

#### **V. Workers' Compensation Insurance**

- a. Workers compensation insurance shall include the following terms:
  - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
  - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
  - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"



## **EXHIBIT C. CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                        |                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>McAnally Wilkins Inc.<br>PO Box 60810<br>Midland TX 79711                           | <b>CONTACT NAME:</b> Misty Taylor<br><b>PHONE (A/C, No, Ext):</b> 432-685-9300<br><b>E-MAIL ADDRESS:</b> Misty@mcanallywilkins.com<br><b>FAX (A/C, No):</b>                                                                                                                                |
| <b>INSURED</b><br>CTTV, LLC<br>dba Team 3 Rentals and Service<br>PO Box 1100<br>Hilltop Lakes TX 77871 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Texas Mutual Insurance Company<br><b>INSURER B:</b> Berkley National Insurance Co<br><b>INSURER C:</b> Berkley Regional Insurance Co<br><b>INSURER D:</b> Continental Casualty Company<br><b>INSURER E:</b><br><b>INSURER F:</b> |
| License#: 15714884<br>CTTVLLC-01                                                                       | <b>NAIC #</b><br>22945<br>38911<br>29580<br>20443                                                                                                                                                                                                                                          |

**COVERAGES****CERTIFICATE NUMBER:** 1218651269**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD                           | SUBR WVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------|--------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                     |          | EGL004317410             | 2/28/2021               | 2/28/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS      |                                     |          | ECA 3160447-10           | 2/28/2021               | 2/28/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                         |                                     |          | EUL004317510             | 2/28/2021               | 2/28/2022               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br><input type="checkbox"/> N/A |          | 0001267863               | 4/11/2021               | 4/11/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| D        | Motor Truck Cargo<br>Leased/Rented Equipment                                                                                                                                                                                                                                                                           |                                     |          | 7014648052<br>7014648052 | 2/28/2021<br>2/28/2021  | 2/28/2022<br>2/28/2022  | Single Conveyance 300,000<br>Per Item 200,000<br>Limit 750,000                                                                                                                                                                                 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

All policies except Workers' Compensation include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30-day notice of cancellation. The General Liability policy and the Auto Liability policy includes a special endorsement that contains "primary & non-contributory" wording. The Workers' Compensation includes an alternate employer endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

**CERTIFICATE HOLDER****CANCELLATION**

City of College Station  
aTTN: rISK mANAGEMENT  
PO Box 9960  
College Station TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**August 12, 2021**  
**Item No. 7.10.**  
**Annual Tree Trimming and Removal Services**

**Sponsor:** Pete Caler, Assistant Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the first renewal of a service contract between the City of College Station and Rios Tree Services, Inc., for an annual amount not to exceed \$150,000 for tree trimming and removal services.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

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

**Summary:** In response to RFP #20-046, two (2) sealed proposals were received and evaluated with Rios Tree Services, Inc. providing the best value for the City. This is the first of two possible renewals for this contract. The term is for August 14, 2021, through August 13, 2022.

**Budget & Financial Summary:** Funds are budgeted and available in the Public Works Landscape Maintenance operating budget and also in the Parks and Recreation budget.

**Attachments:**

1. 20300523R1 Rios Tree Services Renewal Letter-1



June 15, 2021

ATTN: Ms. Anita Rios  
Rios Tree Service, Inc.  
232 Guadalupe Bend  
Boerne, TX 77807

**RE: RFP#21-046 C#20300523 Renewal #1**  
Annual Price Agreement for Tree Trimming and Removal Services

Dear Ms. Rios,

The City of College Station appreciates the services provided by Rios Tree Service this last year. We would like to exercise our option to renew the above referenced agreement for the term of August 14, 2021 through August 13, 2022, with a contract amount of One-Hundred Fifty Thousand, and 00/100 Dollars (\$150,000.00). This is the first of two possible renewals for this contract.

If this contract renewal meets your company's approval, please provide your confirmation for renewal via return e-mail to [rforsyth@cstx.gov](mailto:rforsyth@cstx.gov), no later than June 21, 2021.

Sincerely,

Robyn Forsyth  
Buyer C.T.P.M.  
City of College Station  
1101 Texas Avenue S  
College Station, Tx 77840  
[rforsyth@cstx.gov](mailto:rforsyth@cstx.gov)  
979-764-3437

Attachment

PO Box 9960  
1101 Texas Avenue  
College Station, TX 77842

[www.cstx.gov](http://www.cstx.gov)

.....

**CONTRACT #20300523 RENEWAL #1 ACCEPTANCE**

By signing herewith, I acknowledge and agree to Contract #20300523 Renewal #1, for “Annual Tree Trimming and Removal Services ” in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed One-Hundred Fifty Thousand, and 00/100 Dollars (\$150,000).

I understand this renewal term will be for the period beginning August 14, 2021 through August 13, 2022. This is the first of two possible renewals for this contract.

**RIOS TREE SERVICE, INC.**

By:   
Printed Name: Anita Rios  
Title: President  
Date: 06/24/2021

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Asst. City Manager/CFO  
Date: \_\_\_\_\_



## 20-046 Addendum 1

### Rios Tree Service, Inc

### Supplier Response

#### Event Information

Number: 20-046 Addendum 1

Title: Annual Price Agreement for Tree Trimming Removal Services

Type: COCS - Request for Proposal - Electronic/Manual

Issue Date: 5/6/2020

Deadline: 6/2/2020 02:00 PM (CT)

Notes:

RFP responses will be accepted electronically for the "Annual Purchase Agreement Tree Trimming and or Removal Services for College Station Public Works", until 2:00 p.m. on June 2, 2020;

Please watch [Brazosbid.ionwave.net](http://Brazosbid.ionwave.net) for any Amendments to this Bid. RFP Responses will be posted in summary by vendor upon opening and review of the submissions.

To participate in this solicitation process, vendors must be registered with the Brazos Valley e-Marketplace bidding system. To register, please click on the "Supplier Registration" link on the login page. Vendors experiencing issues using the Brazos Valley e-Marketplace bidding system are encouraged to call IonWave Support at 866-277-2645 (Ext. 4).

## Rios Tree Service, Inc Information

Contact: Anita Rios  
Address: 232 Guadalupe Bend  
Boerne, TX 77807  
Phone: (210) 519-7488  
Email: riostreeservice@att.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Anita Rios

*Signature*

*Submitted at 6/1/2020 12:01:43 PM*

riostreeservice@att.net

*Email*

## Requested Attachments

**RFP#20-046 Vendor Proposal**

20-046 RFP Annual Price Agreement for Tree Trimming Services Final.pdf

## Response Attachments

### **TAB E.docx**

TAB E for 20-046

### **TAB A Company Profile.docx**

Tab A for 20-046

### **Tab B.docx**

Tab B for 20-046

### **Tab C.docx**

Tab C for 20-046

### **References.docx**

Tab D 20-046

**PROPOSAL & CERTIFICATION****CONTRACTOR PRICING PROPOSAL**

| <b>CONTRACTOR PRICING</b>                                                                                                    |                                                                                  |                              |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------------|
| <b>LINE</b>                                                                                                                  | <b>SERVICE</b>                                                                   | <b>COST<br/>PER<br/>HOUR</b> |
| <b>1</b>                                                                                                                     | Pruning/ Trimming:<br>(Includes pruning, trimming, cutting back, sight distance) | \$ 160.00                    |
| <b>2</b>                                                                                                                     | Tree Removal                                                                     | \$ 160.00                    |
| <b>3</b>                                                                                                                     | Replant (Includes: mulch, winterize)                                             | \$ 120.00                    |
| <b>4</b>                                                                                                                     | Emergency or On-Call Services                                                    | \$ 281.75                    |
| ** Cost per hour should include all labor, equipment, materials and proper disposal needed to perform requested services. ** |                                                                                  |                              |



## CONTRACTOR CERTIFICATION

I certify that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Anita Rios Title: President

Typed Name: Anita Rios Company Name: Rios Tree Service, Inc

Phone No.: 210-519-7488 Fax No.: \_\_\_\_\_

Email: riostreeservice@att.net

Bid Address: 10875 FM 974 Bryan TX 77808  
P.O. Box or Street City State Zip

Order Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Remit Address: 232 Guadalupe Bend Boerne TX 78006  
P.O. Box or Street City State Zip

## RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: AR

Federal Tax ID No.: 72-1564655

DUNS No.: \_\_\_\_\_

Date: 06/01/2020

**END OF RFP #20-046**

## TAB B

### Rates and expenses

Service: Pruning/Trimming

Labor: **3 man crew**

Crew Leader and trimmer A and Trimmer B Total Cost per hour: \$118.25

Equipment : includes bucket truck, hand tools, Chipper, operating vehicle. Total Cost per hour: \$ 41.75

Service: Tree Removal

Labor: 3 man crew

Crew Leader and trimmer A and Trimmer B Total Cost per hour: \$118.25

Equipment: includes bucket truck, hand tools, Chipper, operating vehicle. Total Cost per hour:\$ 41.75

Service: Replant

Labor: 3 man crew includes Supervisor and 2 groundsman Total Cost per hour: \$70.25

Equipment: includes operating vehicle, tools, trailer, mulch, herbicide Total Cost per hour: \$ 49.75

Service: Emergency or On Call Service

Labor: Crew Leader and trimmer A and Trimmer B Total Cost per hour: \$219.13

Equipment: Total Cost per hour \$ 41.75

**August 12, 2021**  
**Item No. 7.11.**  
**Award of Game Day Traffic Control Implementation**

**Sponsor:** Troy Rother, Senior Engineer

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on approving an annual contract not-to-exceed \$102,550 with Buyers Barricades Houston for the 2021 TAMU Football Post Game Day Traffic Control.

**Relationship to Strategic Goals:**

Core Services and Infrastructure  
Improving Mobility

**Recommendation(s):** Staff recommends ratification of the contract with Buyers Barricades Houston for the amount of \$102,550.00.

**Summary:** After each Texas A&M University home football game, the Public Works Department for the City of College Station manages several different operations to dramatically improve mobility along the roadway network. One of these operations is the supervision of a contractor deploying traffic control devices which close some roadway access points and/or increase roadway capacities.

Buyers Barricades Houston is a BuyBoard contractor for the sale and installation of Highway Safety and Traffic Control Products under (Contract 608-20). BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals.

**Budget & Financial Summary:** Budget for the purchase and deployment of the traffic control devices needed after each TAMU football game has been included in the FY 21 budget and in the proposed FY22 budget. There is an agreement between Texas A&M and the City for the university to reimburse the city for half of the deployment costs at the end of the football season.

The contract is on file in the City Secretary's Office.

**Attachments:**

None

**August 12, 2021**

**Item No. 7.12.**

**Overhead Electric Distribution Construction & Maintenance Contract Renewal**

**Sponsor:** Timothy Crabb, Director of Electric

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action regarding the first renewal of a contract for Overhead Electric Distribution Construction and Maintenance to Southern Electric Corporation of Mississippi for an amount not to exceed \$750,000.

**Relationship to Strategic Goals:**

- Core Services and Infrastructure

**Recommendation(s):** Staff recommends Council approve Renewal 1 for Contract 20300550 with Southern Electric Corporation of Mississippi.

**Summary:** The Overhead Electric Distribution Construction & Maintenance Contract is for supplemental labor and equipment to construct the required electric distribution line extensions and conversions and to provide for the necessary maintenance of the City's electric distribution system for a twelve (12) month period.

The renewal includes a three percent (3%) increase, rounded to the nearest quarter, over last year's pricing.

**Budget & Financial Summary:** Funds for labor in this contract is budgeted in the Electric Capital Improvements Projects and Maintenance Funds, and will be expensed as work is assigned.

**Attachments:**

1. 20300550R1 Renewal Memo



June 30, 2021

ATTN: Mr. Jerry Henry  
Southern Electric Corporation of Mississippi  
4374 A Mangum Drive  
Flowood, MS 39232

**RE: RFP#20-045 C#20300550 Renewal #1**  
Annual Electric Overhead Construction & Maintenance

Dear Mr. Henry,

The City of College Station appreciates the services provided by Southern Electric Corporation of Mississippi, this past year. We would like to exercise our option to renew the above referenced agreement for the term of August 14, 2021 through August 13, 2022, with a contract amount not to exceed Seven-Hundred Fifty Thousand, and 00/100 Dollars (\$750,000.00). This is the first of two possible renewals for this contract.

If this contract renewal meets your company's approval, please provide your confirmation for renewal via return e-mail to [rforsyth@cstx.gov](mailto:rforsyth@cstx.gov), no later than July 7, 2021.

Sincerely,

Robyn Forsyth  
Buyer C.T.P.M.  
City of College Station  
1101 Texas Avenue S  
College Station, Tx 77840  
[rforsyth@cstx.gov](mailto:rforsyth@cstx.gov)  
979-764-3437

Attachment

PO Box 9960  
1101 Texas Avenue  
College Station, TX 77842

[www.cstx.gov](http://www.cstx.gov)

.....

**CONTRACT #20300550 RENEWAL #1 ACCEPTANCE**

By signing herewith, I acknowledge and agree to Contract #20300550 Renewal #1, for “Annual Electric Overhead Construction & Maintenance” in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Seven-Hundred Fifty Thousand, and 00/100 Dollars (\$750,000).

I understand this renewal term will be for the period beginning August 14, 2021 through August 13, 2022. This is the first of two possible renewals for this contract.

**SOUTHERN ELECTRIC CORPORATION  
OF MISSISSIPPI**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Asst. City Manager/CFO  
Date: \_\_\_\_\_

## RFP#20-045 SEC's Proposed Price Increase for Renewal #1

## 1.1 Pole Units

| Bid Units   | Unit Description                     | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|-------------|--------------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| D30-STL     | POLE 30' CLASS 2 STEEL               | \$ 325.00          | \$ 188.41         | \$ 334.75                    | \$ 194.00                    |
| D30-4       | POLE 30' CLASS 4 WOOD                |                    | \$ 188.41         |                              | \$ 194.00                    |
| D30-FIBER   | POLE 30' FIBERGLASS                  | \$ 325.00          | \$ 188.41         | \$ 334.75                    | \$ 194.00                    |
| DC35-3      | POLE 35' CLASS 3 CONCRETE            | \$ 393.75          | \$ 228.38         | \$ 405.50                    | \$ 235.25                    |
| D35-FIBER   | POLE 35' FIBERGLASS                  | \$ 325.00          | \$ 188.41         | \$ 334.75                    | \$ 194.00                    |
| D35-3       | POLE 35' CLASS 3 WOOD                | \$ 325.00          | \$ 188.41         | \$ 334.75                    | \$ 194.00                    |
| DC40-2      | POLE 40' CLASS 2 CONCRETE            | \$ 469.25          | \$ 272.15         | \$ 483.25                    | \$ 280.25                    |
| D40-STL     | POLE 40' CLASS 2 STEEL               | \$ 469.25          | \$ 272.15         | \$ 483.25                    | \$ 280.25                    |
| D40-2       | POLE 40' CLASS 2 WOOD                |                    | \$ 231.42         |                              | \$ 238.25                    |
| D40-3       | POLE 40' CLASS 3 WOOD                | \$ 399.00          | \$ 231.42         | \$ 411.00                    | \$ 238.25                    |
| DF40-FIBER  | POLE 40' FIBERGLASS                  | \$ 399.00          | \$ 231.42         | \$ 411.00                    | \$ 238.25                    |
| DC45-2      | POLE 45' CONCRETE                    | \$ 599.25          | \$ 347.51         | \$ 617.25                    | \$ 358.00                    |
| D45-STL     | POLE 45' CLASS 2 STEEL               | \$ 548.75          | \$ 318.20         | \$ 565.25                    | \$ 327.75                    |
| D45-2       | POLE 45' CLASS 2 WOOD                |                    | \$ 231.42         |                              | \$ 238.25                    |
| D45-FIBER   | POLE 45' FIBERGLASS                  | \$ 399.00          | \$ 231.42         | \$ 411.00                    | \$ 238.25                    |
| DC50-2      | POLE 50' CLASS 2 CONCRETE            | \$ 1,227.25        | \$ 711.77         | \$ 1,264.00                  | \$ 733.00                    |
| D50-STL     | POLE 50' CLASS 2 STEEL               | \$ 598.50          | \$ 347.13         | \$ 616.50                    | \$ 357.50                    |
| D50-FIBER   | POLE 50' FIBERGLASS                  | \$ 433.25          | \$ 251.21         | \$ 446.25                    | \$ 258.75                    |
| D50-2       | POLE 50' CLASS 2 WOOD                |                    | \$ 251.21         |                              | \$ 258.75                    |
| D55-2       | POLE 55' CLASS 2 WOOD                |                    | \$ 272.15         |                              | \$ 280.25                    |
| D55-STL     | POLE 55' CLASS 2 STEEL               | \$ 598.50          | \$ 347.13         | \$ 616.50                    | \$ 357.50                    |
| DC55        | POLE 55' CLASS 2 CONCRETE            | \$ 1,335.50        | \$ 774.57         | \$ 1,375.50                  | \$ 797.75                    |
| D55-FIBER   | POLE 55' FIBERGLASS                  | \$ 469.25          | \$ 272.15         | \$ 483.25                    | \$ 280.25                    |
| DC60-1      | POLE 60' CLASS 1 CONCRETE            | \$ 1,469.25        | \$ 852.03         | \$ 1,513.25                  | \$ 877.50                    |
| D60-FIBER   | POLE 60' FIBERGLASS                  | \$ 541.50          | \$ 314.02         | \$ 557.75                    | \$ 323.50                    |
| D60-2       | POLE 60' CLASS 2 WOOD                |                    | \$ 289.28         |                              | \$ 298.00                    |
| DC65-1      | POLE 65' CLASS 1 CONCRETE            | \$ 1,616.00        | \$ 937.24         | \$ 1,664.50                  | \$ 965.25                    |
| DC65-2      | POLE 65' CLASS 2 CONCRETE            | \$ 1,616.00        | \$ 937.24         | \$ 1,664.50                  | \$ 965.25                    |
| D65-FIBER   | POLE 65' FIBERGLASS                  | \$ 577.50          | \$ 334.95         | \$ 594.75                    | \$ 345.00                    |
| D65-2       | POLE 65' CLASS 2 WOOD                |                    | \$ 334.95         |                              | \$ 345.00                    |
| D75-0       | POLE 75' CLASS 0 WOOD                |                    | \$ 628.03         |                              | \$ 646.75                    |
| DC75-2      | POLE 75' CLASS 2 CONCRETE            | \$ 1,858.50        | \$ 1,077.83       | \$ 1,914.25                  | \$ 1,110.25                  |
| D75-FIBER   | POLE 75' FIBERGLASS                  | \$ 1,155.00        | \$ 669.90         | \$ 1,189.75                  | \$ 690.00                    |
| D80-0       | POLE 80' CLASS 0 WOOD                |                    | \$ 711.77         |                              | \$ 733.00                    |
| DC80-2      | POLE 80' CLASS 2 CONCRETE            | \$ 2,044.25        | \$ 1,185.61       | \$ 2,105.50                  | \$ 1,221.25                  |
| DC50-SLSP 6 | POLE 50' CONCRETE 6 DEG SELF SUPPORT | \$ 1,227.25        | \$ 711.77         | \$ 1,264.00                  | \$ 733.00                    |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 9.75           | 3.00%      | \$ 5.59           | 2.97%      |
|                   |            | \$ 5.59           | 2.97%      |
| \$ 9.75           | 3.00%      | \$ 5.59           | 2.97%      |
| \$ 11.75          | 2.98%      | \$ 6.88           | 3.01%      |
| \$ 9.75           | 3.00%      | \$ 5.59           | 2.97%      |
| \$ 9.75           | 3.00%      | \$ 5.59           | 2.97%      |
| \$ 14.00          | 2.98%      | \$ 8.10           | 2.98%      |
| \$ 14.00          | 2.98%      | \$ 8.10           | 2.98%      |
|                   |            | \$ 6.83           | 2.95%      |
| \$ 12.00          | 3.01%      | \$ 6.83           | 2.95%      |
| \$ 12.00          | 3.01%      | \$ 6.83           | 2.95%      |
| \$ 18.00          | 3.00%      | \$ 10.49          | 3.02%      |
| \$ 16.50          | 3.01%      | \$ 9.55           | 3.00%      |
|                   |            | \$ 6.83           | 2.95%      |
| \$ 12.00          | 3.01%      | \$ 6.83           | 2.95%      |
| \$ 36.75          | 2.99%      | \$ 21.23          | 2.98%      |
| \$ 18.00          | 3.01%      | \$ 10.37          | 2.99%      |
| \$ 13.00          | 3.00%      | \$ 7.54           | 3.00%      |
|                   |            | \$ 7.54           | 3.00%      |
|                   |            | \$ 8.10           | 2.98%      |
| \$ 18.00          | 3.01%      | \$ 10.37          | 2.99%      |
| \$ 40.00          | 3.00%      | \$ 23.18          | 2.99%      |
| \$ 14.00          | 2.98%      | \$ 8.10           | 2.98%      |
| \$ 44.00          | 2.99%      | \$ 25.47          | 2.99%      |
| \$ 16.25          | 3.00%      | \$ 9.48           | 3.02%      |
|                   |            | \$ 8.73           | 3.02%      |
| \$ 48.50          | 3.00%      | \$ 28.01          | 2.99%      |
| \$ 48.50          | 3.00%      | \$ 28.01          | 2.99%      |
| \$ 17.25          | 2.99%      | \$ 10.05          | 3.00%      |
|                   |            | \$ 10.05          | 3.00%      |
|                   |            | \$ 18.72          | 2.98%      |
| \$ 55.75          | 3.00%      | \$ 32.42          | 3.01%      |
| \$ 34.75          | 3.01%      | \$ 20.10          | 3.00%      |
|                   |            | \$ 21.23          | 2.98%      |
| \$ 61.25          | 3.00%      | \$ 35.64          | 3.01%      |
| \$ 36.75          | 2.99%      | \$ 21.23          | 2.98%      |

RFP#20-045 SEC's Proposed Price Increase for Renewal #1  
1.1 Pole Units

| Bid Units         | Unit Description                           | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|-------------------|--------------------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| D50-FIBER SLSP 6  | POLE 50' FIBERGLASS 6 DEG SELF SUPPORT     | \$ 433.25          | \$ 251.21         | \$ 446.25                    | \$ 258.75                    |
| DC50-SLSP 12      | POLE 50' CONCRETE 12 DEG SELF SUPPORT      | \$ 1,227.25        | \$ 711.77         | \$ 1,264.00                  | \$ 733.00                    |
| DC50-SLSP 18      | POLE 50' CONCRETE 18 DEG SELF SUPPORT      | \$ 433.25          | \$ 251.21         | \$ 446.25                    | \$ 258.75                    |
| DF50-FIBER 12     | POLE 50' FIBERGLASS SELF SUPPORT 12 DEGREE | \$ 433.25          | \$ 251.21         | \$ 446.25                    | \$ 258.75                    |
| D50-FIBER SLSP 18 | POLE 50' FIBERGLASS 18 DEG SELF SUPPORT    | \$ 433.25          | \$ 251.21         | \$ 446.25                    | \$ 258.75                    |
| DS50-SLSP 6       | POLE 50' STEEL SELF SUPPORT 6 DEGREE       | \$ 598.50          | \$ 347.13         | \$ 616.50                    | \$ 357.50                    |
| DS50-SLSP 12      | POLE 50' STEEL SELF SUPPORT 12 DEGREE      | \$ 598.50          | \$ 347.13         | \$ 616.50                    | \$ 357.50                    |
| DS50-SLSP 18      | POLE 50' STEEL SELF SUPPORT 18 DEGREE      | \$ 598.50          | \$ 347.13         | \$ 616.50                    | \$ 357.50                    |
| D55-FIBER 6DEG    | POLE 55' 6 DEGREE FIBER SELF SUPPORT       | \$ 468.75          | \$ 271.85         | \$ 482.75                    | \$ 280.00                    |
| DC55-12DEG        | POLE 55' 12 DEGREE CONCRETE SELF SUPPORT   | \$ 1,335.50        | \$ 774.57         | \$ 1,375.50                  | \$ 797.75                    |
| D55-FIBER-12DEG   | POLE 55' 12 DEGREE FIBERGLASS SELF SUPPORT | \$ 468.75          | \$ 271.85         | \$ 482.75                    | \$ 280.00                    |
| DC55-18DEG        | POLE 55' 18 DEGREE CONCRETE SELF SUPPORT   | \$ 1,335.50        | \$ 774.57         | \$ 1,375.50                  | \$ 797.75                    |
| D55 FIBER 18DEG   | POLE 55' 18 DEGREE FIBERGLASS SELF SUPPORT | \$ 468.75          | \$ 271.85         | \$ 482.75                    | \$ 280.00                    |
| DC60-6DEG         | POLE 60' 6 DEGREE CONCRETE SELF SUPPORT    | \$ 1,616.00        | \$ 937.24         | \$ 1,664.50                  | \$ 965.25                    |
| D60-FIBER-6 DEG   | POLE 60' 6 DEGREE FIBERGLASS SELF SUPPORT  | \$ 541.50          | \$ 314.02         | \$ 557.75                    | \$ 323.50                    |
| DC60-12DEG        | POLE 60' 12 DEGREE CONCRETE SELF SUPPORT   | \$ 1,616.00        | \$ 937.24         | \$ 1,664.50                  | \$ 965.25                    |
| D60-FIBER 12DEG   | POLE 60' 12 DEGREE FIBERGLASS SELF SUPPORT | \$ 541.50          | \$ 314.02         | \$ 557.75                    | \$ 323.50                    |
| DC60-18DEG        | POLE 60' 18 DEGREE CONCRETE SELF SUPPORT   | \$ 1,616.00        | \$ 937.24         | \$ 1,664.50                  | \$ 965.25                    |
| D60-FIBER 18 DEG  | POLE 60' 18 DEGREE FIBERGLASS SELF SUPPORT | \$ 541.50          | \$ 314.02         | \$ 557.75                    | \$ 323.50                    |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 13.00          | 3.00%      | \$ 7.54           | 3.00%      |
| \$ 36.75          | 2.99%      | \$ 21.23          | 2.98%      |
| \$ 13.00          | 3.00%      | \$ 7.54           | 3.00%      |
| \$ 13.00          | 3.00%      | \$ 7.54           | 3.00%      |
| \$ 13.00          | 3.00%      | \$ 7.54           | 3.00%      |
| \$ 18.00          | 3.01%      | \$ 10.37          | 2.99%      |
| \$ 18.00          | 3.01%      | \$ 10.37          | 2.99%      |
| \$ 18.00          | 3.01%      | \$ 10.37          | 2.99%      |
| \$ 14.00          | 2.99%      | \$ 8.15           | 3.00%      |
| \$ 40.00          | 3.00%      | \$ 23.18          | 2.99%      |
| \$ 14.00          | 2.99%      | \$ 8.15           | 3.00%      |
| \$ 40.00          | 3.00%      | \$ 23.18          | 2.99%      |
| \$ 14.00          | 2.99%      | \$ 8.15           | 3.00%      |
| \$ 48.50          | 3.00%      | \$ 28.01          | 2.99%      |
| \$ 16.25          | 3.00%      | \$ 9.48           | 3.02%      |
| \$ 48.50          | 3.00%      | \$ 28.01          | 2.99%      |
| \$ 16.25          | 3.00%      | \$ 9.48           | 3.02%      |
| \$ 48.50          | 3.00%      | \$ 28.01          | 2.99%      |
| \$ 16.25          | 3.00%      | \$ 9.48           | 3.02%      |



RFP#20-045 SEC's Proposed Price Increase for Renewal #1  
1.1 Pole Units

| Bid Units          | Unit Description                                                                                                                   | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| N-M-P&C            | Plumb or Straighten an existing distribution or street light pole, including necessary re-tamping and banking of dirt around pole. | \$ 131.25          |                   | \$ 135.25                    |                              |
| Concrete           | Install concrete (Per Yard) as backfill for installation of concrete poles.                                                        | \$ 361.00          | \$ -              | \$ 371.75                    | \$ -                         |
| Limestone base     | Install limestone base (Per Yard) as backfill for installation of concrete poles.                                                  | \$ 79.50           |                   | \$ 82.00                     |                              |
| Top Pole           | Top pole and dispose at designated location per specifications                                                                     | \$ 108.50          |                   | \$ 111.75                    |                              |
| HAND DIG           | Hand digging of pole hole (up to 7 foot.)                                                                                          | \$ 450.50          |                   | \$ 464.00                    |                              |
| VAC POLE           | Vacuming of pole hole (up to 7 foot.)                                                                                              | \$ 1,800.75        |                   | \$ 1,854.75                  |                              |
| END OF SECTION 1.1 |                                                                                                                                    |                    |                   |                              |                              |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 4.00           | 3.05%      |                   |            |
| \$ 10.75          | 2.98%      |                   |            |
| \$ 2.50           | 3.14%      |                   |            |
| \$ 3.25           | 3.00%      |                   |            |
| \$ 13.50          | 3.00%      |                   |            |
| \$ 54.00          | 3.00%      |                   |            |
| \$ 645.00         |            |                   |            |

**RFP#20-045 SEC's Proposed Price Increase for Renewal #1**

**1.2 Wire Units**

| Bid Units                 | Unit Description                   | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|---------------------------|------------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| D-#4-ACSR                 | 4 ACSR bare conductor (per foot)   | \$ 0.93            | \$ 0.54           | \$ 0.96                      | \$ 0.56                      |
| D-#2-ACSR                 | 2 ACSR bare conductor (per foot)   | \$ 0.93            | \$ 0.54           | \$ 0.96                      | \$ 0.56                      |
| D-#1/0-ACSR               | 1/0 ACSR bare conductor (per foot) | \$ 1.01            | \$ 0.58           | \$ 1.04                      | \$ 0.60                      |
| D-#2/0-ACSR               | 2/0 ACSR bare conductor (per foot) | \$ 1.01            | \$ 0.58           | \$ 1.04                      | \$ 0.60                      |
| D-#4/0-ACSR               | 4/0 ACSR bare conductor (per foot) | \$ 1.01            | \$ 0.58           | \$ 1.04                      | \$ 0.60                      |
| D-#336-AAC                | 336 AAC bare conductor (per foot)  | \$ 1.31            | \$ 0.76           | \$ 1.35                      | \$ 0.78                      |
| D-#477-AAC                | 477 AAC bare conductor (per foot)  | \$ 1.81            | \$ 1.05           | \$ 1.86                      | \$ 1.08                      |
| D-#795-AAC                | 795 AAC bare conductor (per foot)  | \$ 3.61            | \$ 2.09           | \$ 3.72                      | \$ 2.16                      |
| D-#4-TRI                  | 4 TRIPLEX (per foot)               | \$ 2.16            | \$ 1.25           | \$ 2.23                      | \$ 1.29                      |
| D-#6-DUPLEX               | 6 DUPLEX (per foot)                | \$ 1.95            | \$ 1.13           | \$ 2.01                      | \$ 1.17                      |
| D-#6-TRIPLEX              | 6 TRIPLEX (per foot)               | \$ 2.16            | \$ 1.25           | \$ 2.23                      | \$ 1.29                      |
| D-#2-TRI                  | 2 TRIPLEX (per foot)               | \$ 2.16            | \$ 1.25           | \$ 2.23                      | \$ 1.29                      |
| D-#2-QUAD                 | 2 QUAD (per foot)                  | \$ 2.60            | \$ 1.51           | \$ 2.68                      | \$ 1.56                      |
| D-#1/0-TRI                | 1/0 TRIPLEX (per foot)             | \$ 2.16            | \$ 1.25           | \$ 2.23                      | \$ 1.29                      |
| D-#1/0-QUAD               | 1/0 QUADRUPLEX (per foot)          | \$ 2.60            | \$ 1.51           | \$ 2.68                      | \$ 1.56                      |
| DU-#2/0-QUAD              | 2/0 URD QUADRUPLEX (per foot)      | \$ 2.89            | \$ 1.67           | \$ 2.97                      | \$ 1.72                      |
| D-#4/0-TRI                | 4/0 TRIPLEX (per foot)             | \$ 2.16            | \$ 1.25           | \$ 2.23                      | \$ 1.29                      |
| D-#4/0-QUAD               | 4/0 QUADRUPLEX (per foot)          | \$ 2.60            | \$ 1.51           | \$ 2.68                      | \$ 1.56                      |
| D-#350 TRI                | 350 TRIPLEX (per foot)             | \$ 2.36            | \$ 1.37           | \$ 2.43                      | \$ 1.41                      |
| D-#350 QUAD               | 350 QUAD (per foot)                | \$ 2.78            | \$ 1.61           | \$ 2.87                      | \$ 1.66                      |
| D-#500 TRI                | 500 TRIPLEX (per foot)             | \$ 2.84            | \$ 1.64           | \$ 2.92                      | \$ 1.69                      |
| D-#500 QUAD               | 500 QUAD (per foot)                | \$ 3.10            | \$ 1.80           | \$ 3.19                      | \$ 1.85                      |
| Splice Lg. Sec.           | Splice secondary 4/0 and larger    | \$ 108.29          |                   | \$ 111.50                    |                              |
| Splice Sm. Sec.           | Splice secondary smaller than 4/0  | \$ 72.19           |                   | \$ 74.25                     |                              |
| D-RESAG                   | RESAG WIRE                         | \$ 199.50          |                   | \$ 205.50                    |                              |
| <b>END OF SECTION 1.2</b> |                                    |                    |                   |                              |                              |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 0.03           | 3.00%      | \$ 0.02           | 3.00%      |
| \$ 0.03           | 3.00%      | \$ 0.02           | 3.00%      |
| \$ 0.03           | 3.00%      | \$ 0.02           | 3.00%      |
| \$ 0.03           | 3.00%      | \$ 0.02           | 3.00%      |
| \$ 0.03           | 3.00%      | \$ 0.02           | 3.00%      |
| \$ 0.04           | 3.00%      | \$ 0.02           | 3.00%      |
| \$ 0.05           | 3.00%      | \$ 0.03           | 3.00%      |
| \$ 0.11           | 3.00%      | \$ 0.06           | 3.00%      |
| \$ 0.06           | 3.00%      | \$ 0.04           | 3.00%      |
| \$ 0.06           | 3.00%      | \$ 0.03           | 3.00%      |
| \$ 0.06           | 3.00%      | \$ 0.04           | 3.00%      |
| \$ 0.06           | 3.00%      | \$ 0.04           | 3.00%      |
| \$ 0.08           | 3.00%      | \$ 0.05           | 3.00%      |
| \$ 0.06           | 3.00%      | \$ 0.04           | 3.00%      |
| \$ 0.08           | 3.00%      | \$ 0.05           | 3.00%      |
| \$ 0.09           | 3.00%      | \$ 0.05           | 3.00%      |
| \$ 0.06           | 3.00%      | \$ 0.04           | 3.00%      |
| \$ 0.08           | 3.00%      | \$ 0.05           | 3.00%      |
| \$ 0.07           | 3.00%      | \$ 0.04           | 3.00%      |
| \$ 0.08           | 3.00%      | \$ 0.05           | 3.00%      |
| \$ 0.09           | 3.00%      | \$ 0.05           | 3.00%      |
| \$ 0.09           | 3.00%      | \$ 0.05           | 3.00%      |
| \$ 3.21           | 2.97%      |                   |            |
| \$ 2.06           | 2.86%      |                   |            |
| \$ 6.00           | 3.01%      |                   |            |

**RFP#20-045 SEC's Proposed Price Increase for Renewal #1**  
**1.3 Pole Top Assembly Units**

| Bid Units     | Unit Description                | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|---------------|---------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| DA1           | 1 PH SINGLE SUPPORT             | \$ 68.00           | \$ 39.50          | \$ 70.00                     | \$ 40.75                     |
| DFA1          | 1 PH SINGLE SUPPORT FIBER       |                    | \$ 39.50          |                              | \$ 40.75                     |
| DA1A          | 1 PH SINGLE PRIMARY SUPPORT     |                    | \$ 39.50          |                              | \$ 40.75                     |
| DA1-1         | 1 PH DOUBLE SUPPORT             | \$ 68.00           | \$ 39.50          | \$ 70.00                     | \$ 40.75                     |
| DA2           | 1 PH DOUBLE SUPPORT             | \$ 88.25           | \$ 51.25          | \$ 91.00                     | \$ 52.75                     |
| DA3           | 1 PH ANGLE 20-60 DEG            | \$ 83.75           | \$ 48.75          | \$ 86.25                     | \$ 50.25                     |
| DA4           | 1 PH ANGLE 60-90 DEG            | \$ 124.25          | \$ 72.25          | \$ 128.00                    | \$ 74.50                     |
| DA5           | 1 PH SINGLE DEADEND             | \$ 167.50          | \$ 97.25          | \$ 172.50                    | \$ 100.25                    |
| DA5-1         | 1 PH TAP                        | \$ 179.25          | \$ 104.00         | \$ 184.75                    | \$ 107.00                    |
| DVA5-2ST      | 1 PH TAP STEEL/CONCRETE         |                    | \$ 104.00         |                              | \$ 107.00                    |
| DA5-4         | 1 PH TAP,OVER TOP               | \$ 183.50          | \$ 106.50         | \$ 189.00                    | \$ 109.75                    |
| DA6           | 1 PH DEADEND, DOUBLE            | \$ 258.50          | \$ 150.00         | \$ 266.25                    | \$ 154.50                    |
| DA7           | 1 PH CROSSARM SINGLE DEADEND    | \$ 179.25          | \$ 104.00         | \$ 184.75                    | \$ 107.00                    |
| DA7X          | 1 PH DEADEND FROM EXISTING ARM  | \$ 179.25          | \$ 104.00         | \$ 184.75                    | \$ 107.00                    |
| DA7-1         | 1 PH CROSSARM SING.DEADEND DBL  | \$ 179.25          | \$ 104.00         | \$ 184.75                    | \$ 107.00                    |
| DA8           | 1 PH CROSSARM DOUBLE DEADEND    | \$ 278.75          | \$ 161.75         | \$ 287.00                    | \$ 166.50                    |
| DA9           | 1 PH XARM DBL SUPPORT           | \$ 99.75           | \$ 58.00          | \$ 102.75                    | \$ 59.75                     |
| DA9-1         | 1 PH XARM SINGLE SUPPORT        | \$ 79.50           | \$ 46.25          | \$ 82.00                     | \$ 47.75                     |
| DB1*          | 2 PH XARM 0 - 5 DEG             | \$ 95.50           | \$ 55.50          | \$ 98.25                     | \$ 57.25                     |
| DB1-1*        | 2 PH XARM DBL 0 - 5 DEG         | \$ 111.25          | \$ 64.50          | \$ 114.50                    | \$ 66.50                     |
| DB2*          | 2 PH XARM DBL SUP 5-30 DEG      | \$ 111.25          | \$ 64.50          | \$ 114.50                    | \$ 66.50                     |
| DB3           | 2 PH VERT CONST 30-60 DEG       | \$ 108.50          | \$ 63.00          | \$ 111.75                    | \$ 65.00                     |
| DB4-1         | 2 PH VERT CONST 60-90 DEG       | \$ 135.75          | \$ 78.75          | \$ 139.75                    | \$ 81.00                     |
| DB5-1         | 2 PH VERT DEADEND SINGLE        | \$ 195.00          | \$ 113.25         | \$ 200.75                    | \$ 116.75                    |
| DB7*          | 2 PH XARM DEADEND               | \$ 215.25          | \$ 125.00         | \$ 221.75                    | \$ 128.75                    |
| DB9*          | 2 PH XARM DOUBLE 8' ARMS        | \$ 111.25          | \$ 64.50          | \$ 114.50                    | \$ 66.50                     |
| DB9-1*        | 2 PH XARM SINGLE 8' ARM         | \$ 111.25          | \$ 64.50          | \$ 114.50                    | \$ 66.50                     |
| DB9-2*        | 2 PH XARM FLAT DBL SUPPORT      | \$ 111.25          | \$ 64.50          | \$ 114.50                    | \$ 66.50                     |
| DB9-3*        | 2 PH XARM FLAT SINGLE SUP       | \$ 99.75           | \$ 58.00          | \$ 102.75                    | \$ 59.75                     |
| DNP-B1*       | NARROW PROFILE XARM CONSTR.     | \$ 95.50           | \$ 55.50          | \$ 98.25                     | \$ 57.25                     |
| DNP-B7*       | NARROW PROFILE 2 PH DEADEND     | \$ 215.25          | \$ 125.00         | \$ 221.75                    | \$ 128.75                    |
| DC1           | 3 PH XARM SUP 0-5 DEG           | \$ 209.50          | \$ 121.50         | \$ 215.75                    | \$ 125.25                    |
| DFC1          | 3 PH FIBERARM SUP 0-5 DEG       | \$ 209.50          | \$ 121.50         | \$ 215.75                    | \$ 125.25                    |
| DFC1-1        | 3 PH FIBERARM DBL SUP 0-5 DEG   | \$ 238.25          | \$ 138.25         | \$ 245.50                    | \$ 142.50                    |
| DC1-2         | 3 PH XARM 0-5 DEG, LGE COND     | \$ 245.50          | \$ 142.50         | \$ 252.75                    | \$ 146.75                    |
| DFC1-2        | 3 PH FIBERARM 0-5 DEG,LGE,CON   | \$ 245.50          | \$ 142.50         | \$ 252.75                    | \$ 146.75                    |
| DFC1-2R 10 FT | 3 PH FIBERARE 0-5 DEG LG, 10 FT | \$ 260.00          | \$ 150.75         | \$ 267.75                    | \$ 155.25                    |
| DFC1-2R 12 FT | 3 PH FIBERARM 0-5 DEG LG, 12 FT | \$ 260.00          | \$ 150.75         | \$ 267.75                    | \$ 155.25                    |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 2.00           | 2.94%      | \$ 1.25           | 3.16%      |
|                   |            | \$ 1.25           | 3.16%      |
|                   |            | \$ 1.25           | 3.16%      |
| \$ 2.00           | 2.94%      | \$ 1.25           | 3.16%      |
| \$ 2.75           | 3.12%      | \$ 1.50           | 2.93%      |
| \$ 2.50           | 2.99%      | \$ 1.50           | 3.08%      |
| \$ 3.75           | 3.02%      | \$ 2.25           | 3.11%      |
| \$ 5.00           | 2.99%      | \$ 3.00           | 3.08%      |
| \$ 5.50           | 3.07%      | \$ 3.00           | 2.88%      |
|                   |            | \$ 3.00           | 2.88%      |
| \$ 5.50           | 3.00%      | \$ 3.25           | 3.05%      |
| \$ 7.75           | 3.00%      | \$ 4.50           | 3.00%      |
| \$ 5.50           | 3.07%      | \$ 3.00           | 2.88%      |
| \$ 5.50           | 3.07%      | \$ 3.00           | 2.88%      |
| \$ 5.50           | 3.07%      | \$ 3.00           | 2.88%      |
| \$ 8.25           | 2.96%      | \$ 4.75           | 2.94%      |
| \$ 3.00           | 3.01%      | \$ 1.75           | 3.02%      |
| \$ 2.50           | 3.14%      | \$ 1.50           | 3.24%      |
| \$ 2.75           | 2.88%      | \$ 1.75           | 3.15%      |
| \$ 3.25           | 2.92%      | \$ 2.00           | 3.10%      |
| \$ 3.25           | 2.92%      | \$ 2.00           | 3.10%      |
| \$ 3.25           | 3.00%      | \$ 2.00           | 3.17%      |
| \$ 4.00           | 2.95%      | \$ 2.25           | 2.86%      |
| \$ 5.75           | 2.95%      | \$ 3.50           | 3.09%      |
| \$ 6.50           | 3.02%      | \$ 3.75           | 3.00%      |
| \$ 3.25           | 2.92%      | \$ 2.00           | 3.10%      |
| \$ 3.25           | 2.92%      | \$ 2.00           | 3.10%      |
| \$ 3.25           | 2.92%      | \$ 2.00           | 3.10%      |
| \$ 3.00           | 3.01%      | \$ 1.75           | 3.02%      |
| \$ 2.75           | 2.88%      | \$ 1.75           | 3.15%      |
| \$ 6.50           | 3.02%      | \$ 3.75           | 3.00%      |
| \$ 6.25           | 2.98%      | \$ 3.75           | 3.09%      |
| \$ 6.25           | 2.98%      | \$ 3.75           | 3.09%      |
| \$ 7.25           | 3.04%      | \$ 4.25           | 3.07%      |
| \$ 7.25           | 2.95%      | \$ 4.25           | 2.98%      |
| \$ 7.25           | 2.95%      | \$ 4.25           | 2.98%      |
| \$ 7.75           | 2.98%      | \$ 4.50           | 2.99%      |
| \$ 7.75           | 2.98%      | \$ 4.50           | 2.99%      |

**RFP#20-045 SEC's Proposed Price Increase for Renewal #1**  
**1.3 Pole Top Assembly Units**

| Bid Units                                   | Unit Description                     | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|---------------------------------------------|--------------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| DC1-3                                       | 3 PH XARM, DBL SUP 0-5 DEG           | \$ 267.25          | \$ 155.00         | \$ 275.25                    | \$ 159.75                    |
| DFC1-3                                      | 3 PH FIBERARM DBL,SUP.0-5 DEG        | \$ 281.75          | \$ 163.50         | \$ 290.25                    | \$ 168.50                    |
| DC1-4                                       | 3 PH XARM ASSY LG. COND              | \$ 245.50          | \$ 142.50         | \$ 252.75                    | \$ 146.75                    |
| DC2                                         | 3 PH XARM DBL SUP 5-30 DEG           | \$ 325.00          | \$ 188.50         | \$ 334.75                    | \$ 194.25                    |
| DC2-1                                       | 3 PH 10' DBL XARM 0-5 DEG            | \$ 346.50          | \$ 201.00         | \$ 357.00                    | \$ 207.00                    |
| DC2-2                                       | 3 PH DBL SUP 5-30 DEG                | \$ 346.50          | \$ 201.00         | \$ 357.00                    | \$ 207.00                    |
| DFC2-2                                      | 3 PH DBL FIBER SUP 5-30 DEG          | \$ 361.00          | \$ 209.50         | \$ 371.75                    | \$ 215.75                    |
| DC3                                         | 3 PH VERT CONST 30-60 DEG            | \$ 411.50          | \$ 238.75         | \$ 423.75                    | \$ 246.00                    |
| DC3-1                                       | 3 PH VERT CONST 30-60 DEG            | \$ 411.50          | \$ 238.75         | \$ 423.75                    | \$ 246.00                    |
| DC4-1                                       | 3 PH VERTICAL DBL DEADEND LG         | \$ 541.50          | \$ 314.25         | \$ 557.75                    | \$ 323.75                    |
| DC5-1                                       | 3 PH VERT DEADEND, LGE COND          | \$ 577.50          | \$ 335.00         | \$ 594.75                    | \$ 345.00                    |
| DC7                                         | 3 PH XARM DEADEND                    | \$ 613.75          | \$ 356.00         | \$ 632.25                    | \$ 366.75                    |
| DC7-1                                       | 3 PH HEAVY DUTY DEADEND              | \$ 613.75          | \$ 356.00         | \$ 632.25                    | \$ 366.75                    |
| DFC7A                                       | 3 PH FIBERARM SINGL.DEADEND          | \$ 613.75          | \$ 356.00         | \$ 632.25                    | \$ 366.75                    |
| DFC7A1                                      | 3 PH FIBERARM SINGL.DEADEND          | \$ 613.75          | \$ 356.00         | \$ 632.25                    | \$ 366.75                    |
| DFC7-10-DBL                                 | 3 PH FIBERARM 10' DBL DEADEND        | \$ 1,176.75        | \$ 682.50         | \$ 1,212.00                  | \$ 703.00                    |
| DC8                                         | 3 PH XARM DBL DEADEND                | \$ 1,148.00        | \$ 665.75         | \$ 1,182.50                  | \$ 685.75                    |
| DFC8                                        | 3 PH FIBERARM DBL DEADEND            | \$ 1,148.00        | \$ 665.75         | \$ 1,182.50                  | \$ 685.75                    |
| DFC8A                                       | 3 PH FIBERARM DBL DEADEND            | \$ 1,148.00        | \$ 665.75         | \$ 1,182.50                  | \$ 685.75                    |
| DFC8B                                       | 3 PH FIBERARM DBL DEADEND SM         | \$ 1,148.00        | \$ 665.75         | \$ 1,182.50                  | \$ 685.75                    |
| DFC8-1                                      | 3 PH FIBERARM 10' DBL-DEADEND        | \$ 1,176.75        | \$ 682.50         | \$ 1,212.00                  | \$ 703.00                    |
| DFC9                                        | 3 PH DOUBLE FIBERGLASS CROSSARM FLAT | \$ 346.50          | \$ 201.00         | \$ 357.00                    | \$ 207.00                    |
| DC9                                         | 3 PH DOUBLE CROSSARM FLAT            | \$ 346.50          | \$ 201.00         | \$ 357.00                    | \$ 207.00                    |
| DC9-1                                       | 3 PH SINGLE XARM FLAT                | \$ 346.50          | \$ 201.00         | \$ 357.00                    | \$ 207.00                    |
| DFC9-1                                      | 3 PH FIBER XARM FLAT LARGE           | \$ 346.50          | \$ 201.00         | \$ 357.00                    | \$ 207.00                    |
| DFDC-LC-1                                   | 3 PH DBL CIRCUIT ONE 8', ONE 10'     | \$ 505.50          | \$ 293.25         | \$ 520.75                    | \$ 302.00                    |
| DFDC-LC-2                                   | 3 PH DBL CIRCUIT TWO 8', TWO 10'     | \$ 577.50          | \$ 335.00         | \$ 594.75                    | \$ 345.00                    |
| DFDC-LC-3                                   | 3 PH DBL CIRCUIT TWO 10'             | \$ 577.50          | \$ 335.00         | \$ 594.75                    | \$ 345.00                    |
| DNP-C1                                      | NARROW PROFILE 3 PH SINGLE SUP       | \$ 209.50          | \$ 121.50         | \$ 215.75                    | \$ 125.25                    |
| DNP-C1-1                                    | NARROW PROFILE 3 PH DBL PIN FG       | \$ 238.25          | \$ 138.25         | \$ 245.50                    | \$ 142.50                    |
| DNP-C2                                      | NARROW PROFILE 3 PH DBL PIN FG       | \$ 325.00          | \$ 188.50         | \$ 334.75                    | \$ 194.25                    |
| DNP-C7                                      | NARROW PROFILE 3 PH DEADEND          | \$ 613.75          | \$ 356.00         | \$ 632.25                    | \$ 366.75                    |
| DNP-C8                                      | NARROW PROFILE 3 PH DBL DEADEND      | \$ 1,148.00        | \$ 665.75         | \$ 1,182.50                  | \$ 685.75                    |
| <b>* ALL NEW CONSTRUCTION IS FIBERGLASS</b> |                                      |                    |                   |                              |                              |
| <b>END OF SECTION 1.3</b>                   |                                      |                    |                   |                              |                              |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 8.00           | 2.99%      | \$ 4.75           | 3.06%      |
| \$ 8.50           | 3.02%      | \$ 5.00           | 3.06%      |
| \$ 7.25           | 2.95%      | \$ 4.25           | 2.98%      |
| \$ 9.75           | 3.00%      | \$ 5.75           | 3.05%      |
| \$ 10.50          | 3.03%      | \$ 6.00           | 2.99%      |
| \$ 10.50          | 3.03%      | \$ 6.00           | 2.99%      |
| \$ 10.75          | 2.98%      | \$ 6.25           | 2.98%      |
| \$ 12.25          | 2.98%      | \$ 7.25           | 3.04%      |
| \$ 12.25          | 2.98%      | \$ 7.25           | 3.04%      |
| \$ 16.25          | 3.00%      | \$ 9.50           | 3.02%      |
| \$ 17.25          | 2.99%      | \$ 10.00          | 2.99%      |
| \$ 18.50          | 3.01%      | \$ 10.75          | 3.02%      |
| \$ 18.50          | 3.01%      | \$ 10.75          | 3.02%      |
| \$ 18.50          | 3.01%      | \$ 10.75          | 3.02%      |
| \$ 18.50          | 3.01%      | \$ 10.75          | 3.02%      |
| \$ 35.25          | 3.00%      | \$ 20.50          | 3.00%      |
| \$ 34.50          | 3.01%      | \$ 20.00          | 3.00%      |
| \$ 34.50          | 3.01%      | \$ 20.00          | 3.00%      |
| \$ 34.50          | 3.01%      | \$ 20.00          | 3.00%      |
| \$ 34.50          | 3.01%      | \$ 20.00          | 3.00%      |
| \$ 34.50          | 3.01%      | \$ 20.00          | 3.00%      |
| \$ 35.25          | 3.00%      | \$ 20.50          | 3.00%      |
| \$ 10.50          | 3.03%      | \$ 6.00           | 2.99%      |
| \$ 10.50          | 3.03%      | \$ 6.00           | 2.99%      |
| \$ 10.50          | 3.03%      | \$ 6.00           | 2.99%      |
| \$ 10.50          | 3.03%      | \$ 6.00           | 2.99%      |
| \$ 15.25          | 3.02%      | \$ 8.75           | 2.98%      |
| \$ 17.25          | 2.99%      | \$ 10.00          | 2.99%      |
| \$ 17.25          | 2.99%      | \$ 10.00          | 2.99%      |
| \$ 6.25           | 2.98%      | \$ 3.75           | 3.09%      |
| \$ 7.25           | 3.04%      | \$ 4.25           | 3.07%      |
| \$ 9.75           | 3.00%      | \$ 5.75           | 3.05%      |
| \$ 18.50          | 3.01%      | \$ 10.75          | 3.02%      |

**RFP#20-045 SEC's Proposed Price Increase for Renewal #1**

**1.4 Guy Assembly Units**

| <b>Bid Units</b>          | <b>Unit Description</b>        | <b>Install Price (\$)</b> | <b>Remove Price (\$)</b> | <b>Proposed Install Increase 3%</b> | <b>Proposed Removal Increase 3%</b> |
|---------------------------|--------------------------------|---------------------------|--------------------------|-------------------------------------|-------------------------------------|
| DE1-1                     | SINGLE DOWN GUY THROUGH BOLT   | \$ 162.75                 | \$ 94.50                 | \$ 167.75                           | \$ 97.25                            |
| DE1-2                     | 3/8 SINGLE DOWN GUY BOLTED     | \$ 187.75                 | \$ 109.00                | \$ 193.50                           | \$ 112.25                           |
| DE1-2S                    | 3/8 SIDEWALK DOWN GUY          | \$ 187.75                 | \$ 109.00                | \$ 193.50                           | \$ 112.25                           |
| DE2-2                     | 3/8 SINGLE OVERHEAD GUY BOLTED | \$ 332.25                 | \$ 192.75                | \$ 342.25                           | \$ 198.50                           |
| DE3-2                     | 3/8 SINGLE DOWN GUY WRAPPED    | \$ 187.75                 | \$ 109.00                | \$ 193.50                           | \$ 112.25                           |
| DE3-2A                    | T-PLATE                        | \$ 187.75                 | \$ 109.00                | \$ 193.50                           | \$ 112.25                           |
| DE5-2                     | 3/8 DEADEND GUY XARM CONSTR.   | \$ 510.25                 | \$ 296.00                | \$ 525.50                           | \$ 305.00                           |
| DE6-2                     | 3/8 DBL DOWN GUY BOLTED        | \$ 252.75                 | \$ 146.75                | \$ 260.25                           | \$ 151.25                           |
| DE7-2                     | 3/8 TRP DOWN GUY BOLTED        | \$ 381.25                 | \$ 221.25                | \$ 392.75                           | \$ 228.00                           |
| DE12X                     | 3/8 DBL DOWN GUY TEE PLATE     | \$ 252.75                 | \$ 146.75                | \$ 260.25                           | \$ 151.25                           |
| DE310                     | GUY GUARD                      | \$ 14.50                  | \$ 8.50                  | \$ 15.00                            | \$ 8.75                             |
| <b>END OF SECTION 1.4</b> |                                |                           |                          |                                     |                                     |

| <b>Install Price dif</b> | <b>% increase</b> | <b>Removal Price Dif</b> | <b>% increase</b> |
|--------------------------|-------------------|--------------------------|-------------------|
| \$ 5.00                  | 3.07%             | \$ 2.75                  | 2.91%             |
| \$ 5.75                  | 3.06%             | \$ 3.25                  | 2.98%             |
| \$ 5.75                  | 3.06%             | \$ 3.25                  | 2.98%             |
| \$ 10.00                 | 3.01%             | \$ 5.75                  | 2.98%             |
| \$ 5.75                  | 3.06%             | \$ 3.25                  | 2.98%             |
| \$ 5.75                  | 3.06%             | \$ 3.25                  | 2.98%             |
| \$ 15.25                 | 2.99%             | \$ 9.00                  | 3.04%             |
| \$ 7.50                  | 2.97%             | \$ 4.50                  | 3.07%             |
| \$ 11.50                 | 3.02%             | \$ 6.75                  | 3.05%             |
| \$ 7.50                  | 2.97%             | \$ 4.50                  | 3.07%             |
| \$ 0.50                  | 3.45%             | \$ 0.25                  | 2.94%             |

**RFP#20-045 SEC'S Proposed Price Increase for Renewal#1**  
**1.5 Anchor Assembly Units**

| Bid Units                 | Unit Description                     | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|---------------------------|--------------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| DF1-1                     | SCREW ANCHOR 6"                      | \$ 252.75          | \$ 146.75         | \$ 260.25                    | \$ 151.25                    |
| DF1-2                     | SCREW ANCHOR 6" 8,000 LBS            | \$ 252.75          | \$ 146.75         | \$ 260.25                    | \$ 151.25                    |
| DF1-2H                    | ANCHOR DBL HELIX                     | \$ 252.75          | \$ 146.75         | \$ 260.25                    | \$ 151.25                    |
| DF1-3                     | SCREW ANCHOR 6" 10,000 LBS           | \$ 252.75          | \$ 146.75         | \$ 260.25                    | \$ 151.25                    |
| DF1-3H                    | ANCHOR TRP HELIX                     | \$ 252.75          | \$ 146.75         | \$ 260.25                    | \$ 151.25                    |
| DF1-4                     | ANCHOR ASSEMBLY 10" OR 12"           | \$ 252.75          | \$ 146.75         | \$ 260.25                    | \$ 151.25                    |
| DF1-EXT                   | ANCHOR HELIX EXTENSIONS              | \$ 131.25          | \$ 76.25          | \$ 135.25                    | \$ 78.50                     |
| DF1-REMOVE                | REMOVE ANCHOR 18" BELOW GROUND LEVEL |                    | \$ 146.75         |                              | \$ 151.25                    |
| <b>END OF SECTION 1.5</b> |                                      |                    |                   |                              |                              |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 7.50           | 2.97%      | \$ 4.50           | 3.07%      |
| \$ 7.50           | 2.97%      | \$ 4.50           | 3.07%      |
| \$ 7.50           | 2.97%      | \$ 4.50           | 3.07%      |
| \$ 7.50           | 2.97%      | \$ 4.50           | 3.07%      |
| \$ 7.50           | 2.97%      | \$ 4.50           | 3.07%      |
| \$ 7.50           | 2.97%      | \$ 4.50           | 3.07%      |
| \$ 4.00           | 3.05%      | \$ 2.25           | 2.95%      |
|                   |            | \$ 4.50           | 3.07%      |

**RFP#20-045 SEC'S Propsed Price Increase for Renewal #1**  
**1.6 Transfer Assembly Units**

| Bid Units                 | Unit Description                             | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|---------------------------|----------------------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| TRANSFER DUA1             | TRANSFER RISER 2" 1/0 URD 1PH PRIMARY        | \$ 1,155.00        | \$ -              | \$ 1,189.75                  | \$ -                         |
| TRANSFER DUA1A            | TRANSFER RISER 2" 4/0 URD 1PH PRIMARY        | \$ 1,155.00        | \$ -              | \$ 1,189.75                  | \$ -                         |
| TRANSFER DUA1-4           | TRANSFER RISER 4-2" 4/0 URD 1 PH PRIMARY     | \$ 2,598.75        | \$ -              | \$ 2,676.75                  | \$ -                         |
| TRANSFER DUC1             | TRANSFER RISER 4" 1/0 URD 3PH. PRIMARY       | \$ 2,598.75        | \$ -              | \$ 2,676.75                  | \$ -                         |
| TRANSFER DUC6             | TRANSFER RISER 600 AMP                       | \$ 2,598.75        | \$ -              | \$ 2,676.75                  | \$ -                         |
| TRANSFER DUM5-1-1         | TRANSFER RISER 1" SECONDARY                  | \$ 722.00          | \$ -              | \$ 743.75                    | \$ -                         |
| TRANSFER DUM5-2-2         | TRANSFER RISER 2" SECONDARY                  | \$ 866.25          | \$ -              | \$ 892.25                    | \$ -                         |
| TRANSFER DUM5-2-4         | TRANSFER RISER 4" SECONDARY                  | \$ 1,010.75        | \$ -              | \$ 1,041.00                  | \$ -                         |
| TRANSFER lg. sec dead end | TRANSFER SECONDARY DEAD END 4/0 AND LARGER   | \$ 722.00          | \$ -              | \$ 743.75                    | \$ -                         |
| TRANSFER sm. sec dead end | TRANSFER SECONDARY DEAD END SMALLER THAN 4/0 | \$ 866.25          | \$ -              | \$ 892.25                    | \$ -                         |
| TRANSFER COMM             | TRANSFER COMM TANGENT AND SERVICE DROPS      | \$ 393.75          | \$ -              | \$ 405.50                    | \$ -                         |
| <b>END OF SECTION 1.6</b> |                                              |                    |                   |                              |                              |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 34.75          | 3.01%      |                   |            |
| \$ 34.75          | 3.01%      |                   |            |
| \$ 78.00          | 3.00%      |                   |            |
| \$ 78.00          | 3.00%      |                   |            |
| \$ 78.00          | 3.00%      |                   |            |
| \$ 21.75          | 3.01%      |                   |            |
| \$ 26.00          | 3.00%      |                   |            |
| \$ 30.25          | 2.99%      |                   |            |
| \$ 21.75          | 3.01%      |                   |            |
| \$ 26.00          | 3.00%      |                   |            |
| \$ 11.75          | 2.98%      |                   |            |



**RFP#20-045 SEC'S Proposed Price Increase for Renewal #1**

**1.7 Transformer Assembly Units**

| Bid Units                         | Unit Description                                | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|-----------------------------------|-------------------------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| DG9 - 10-50 KVA                   | 1 PH 10-50 KVA TRANSFORMER ON 1 PH TANG         | \$ 469.25          | \$ 272.25         | \$ 483.25                    | \$ 280.50                    |
| DG9 - 75-167 KVA                  | 1 PH 75-167 KVA TRANSFORMER ON 1 PH TANG        | \$ 541.50          | \$ 314.25         | \$ 557.75                    | \$ 323.75                    |
| DG10 - 10-50 KVA                  | 1 PH 10-50 KVA TRANSFORMER ON 1 PH DEADEND      | \$ 469.25          | \$ 272.25         | \$ 483.25                    | \$ 280.50                    |
| DG10 - 75-167 KVA                 | 1 PH 75-167 KVA TRANSFORMER ON 1 PH DEADEND     | \$ 541.50          | \$ 314.25         | \$ 557.75                    | \$ 323.75                    |
| DG39 - 10-50 KVA                  | 1 PH 10-50 KVA TRANSFORMER ON 3 PH CIRCUIT      | \$ 613.75          | \$ 356.00         | \$ 632.25                    | \$ 366.75                    |
| DG39 - 75-500 KVA                 | 1 PH 75-167 KVA TRANSFORMER ON 3 PH CIRCUIT     | \$ 649.75          | \$ 377.00         | \$ 669.25                    | \$ 388.25                    |
| DG210 - 10-50 KVA                 | 2 PH 10-50 KVA TRANSFORMER BANK                 | \$ 541.50          | \$ 314.25         | \$ 557.75                    | \$ 323.75                    |
| DG210 - 75-500 KVA                | 2 PH 75-500 KVA TRANSFORMER BANK                | \$ 577.75          | \$ 335.00         | \$ 595.00                    | \$ 345.00                    |
| DG310 - 10-50 KVA 120/240V Delta  | 3 PH 10-50 KVA TRANSFORMER BANK DELTA HIGH LEG  | \$ 722.00          | \$ 418.75         | \$ 743.75                    | \$ 431.25                    |
| DG310 - 75-500 KVA 120/240V Delta | 3 PH 75-500 KVA TRANSFORMER BANK DELTA HIGH LEG | \$ 758.00          | \$ 439.75         | \$ 780.75                    | \$ 453.00                    |
| DG311 - 75-500 KVA 277/480V       | 3 PH 75-500 KVA TRANSFORMER BANK                | \$ 840.00          | \$ 487.25         | \$ 865.25                    | \$ 501.75                    |
| DG312 - 75-500 KVA 120/208V       | 3 PH 75-500 KVA TRANSFORMER BANK                | \$ 813.75          | \$ 472.00         | \$ 838.25                    | \$ 486.25                    |
| <b>END OF SECTION 1.7</b>         |                                                 |                    |                   |                              |                              |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 14.00          | 2.98%      | \$ 8.25           | 3.03%      |
| \$ 16.25          | 3.00%      | \$ 9.50           | 3.02%      |
| \$ 14.00          | 2.98%      | \$ 8.25           | 3.03%      |
| \$ 16.25          | 3.00%      | \$ 9.50           | 3.02%      |
| \$ 18.50          | 3.01%      | \$ 10.75          | 3.02%      |
| \$ 19.50          | 3.00%      | \$ 11.25          | 2.98%      |
| \$ 16.25          | 3.00%      | \$ 9.50           | 3.02%      |
| \$ 17.25          | 2.99%      | \$ 10.00          | 2.99%      |
| \$ 21.75          | 3.01%      | \$ 12.50          | 2.99%      |
| \$ 22.75          | 3.00%      | \$ 13.25          | 3.01%      |
| \$ 25.25          | 3.01%      | \$ 14.50          | 2.98%      |
| \$ 24.50          | 3.01%      | \$ 14.25          | 3.02%      |



## RFP#20-045 SEC'S PROPOSED PRICE INCREASE FOR RENEWAL #1

## 1.8 OH Misc Assembly Units

| Bid Units  | Unit Description                 | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|------------|----------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| DM2-2      | POLE GROUND BUTT WRAP            | \$ 108.50          | \$ 63.00          | \$ 111.75                    | \$ 65.00                     |
| DM2-11     | GROUND ROD, includes pole ground | \$ 130.00          | \$ 75.50          | \$ 134.00                    | \$ 77.75                     |
| DM2-11-DC  | DBL CRT L/A & GROUND ASSEMBLY    | \$ 236.25          | \$ 137.25         | \$ 243.25                    | \$ 141.25                    |
| DM2-15     | GROUND ROD AIR BREAK SWITCH      | \$ 206.50          | \$ 120.00         | \$ 212.75                    | \$ 123.50                    |
| DM3-3      | 3 PH SINGLE DISC SWITCHES        | \$ 1,376.75        | \$ 798.50         | \$ 1,418.00                  | \$ 822.50                    |
| DM3-3A     | 3 PHASE IN-LINE SWITCHES         | \$ 1,376.75        | \$ 798.50         | \$ 1,418.00                  | \$ 822.50                    |
| DM3-15     | 3 PH AIR BREAK SWITCH (GANG OP)  | \$ 2,815.50        | \$ 1,633.00       | \$ 2,900.00                  | \$ 1,682.00                  |
| DM3-15V    | 3 PH AIR BRK SWITCH VERT-GANG    | \$ 2,815.50        | \$ 1,633.00       | \$ 2,900.00                  | \$ 1,682.00                  |
| DM3-15WP   | ABS WILDLIFE PROTECTION          | \$ 275.50          | \$ 159.75         | \$ 283.75                    | \$ 164.50                    |
| DM4-FL     | FAULT LOCATOR O/H                | \$ 137.75          | \$ 80.00          | \$ 142.00                    | \$ 82.50                     |
| DM5-1      | JUMPER                           | \$ 137.75          | \$ 80.00          | \$ 142.00                    | \$ 82.50                     |
| DM5-2      | INSULATOR, PRI. W/PIN POLE TOP   | \$ 50.75           | \$ 29.50          | \$ 52.25                     | \$ 30.50                     |
| DM5-4      | INSULATOR, W/PIN 90 DEG TO POLE  | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     |
| DM5-5      | INSULATOR, PRIMARY W/PIN, ARM    | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     |
| DM5-6      | ARRESTOR, LIGHTNING 10KV HD      | \$ 122.75          | \$ 71.25          | \$ 126.50                    | \$ 73.50                     |
| DM5-6R     | ARRESTOR, LIGHTNING 10KV RISER   | \$ 122.75          | \$ 71.25          | \$ 126.50                    | \$ 73.50                     |
| DM5-6T     | ARRESTOR, LIGHTNING TANK MOUNT   | \$ 122.75          | \$ 71.25          | \$ 126.50                    | \$ 73.50                     |
| DM5-7      | FIBERGLASS CLOVERLEAF ARM        | \$ 65.00           | \$ 37.75          | \$ 67.00                     | \$ 39.00                     |
| DM5-8      | INSULATOR, PRI. BELLS            | \$ 94.00           | \$ 54.50          | \$ 96.75                     | \$ 56.25                     |
| DM5-9      | CUTOUT, SINGLE SHOT              | \$ 122.75          | \$ 71.25          | \$ 126.50                    | \$ 73.50                     |
| DM5-14     | CROSSARM 8' WOOD or FIBER        | \$ 101.25          | \$ 58.75          | \$ 104.25                    | \$ 60.50                     |
| DM5-16     | CROSSARM 10' WOOD or FIBER       | \$ 122.75          | \$ 71.25          | \$ 126.50                    | \$ 73.50                     |
| DM5-20A    | INSULATOR, BELL POLYMER          | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     |
| DM5-21     | SERVICE UPSET BOLT               | \$ 50.75           | \$ 29.50          | \$ 52.25                     | \$ 30.50                     |
| DM5-23     | 78" FIBERGLASS INSULATOR         | \$ 50.75           | \$ 29.50          | \$ 52.25                     | \$ 30.50                     |
| DM5-23A    | 12" FIBERGLASS INSULATOR         | \$ 50.75           | \$ 29.50          | \$ 52.25                     | \$ 30.50                     |
| DM5-25     | STIRRUP                          | \$ 122.75          | \$ 71.25          | \$ 126.50                    | \$ 73.50                     |
| DM32-1     | POLE KEY ASSEMBLY                | \$ 236.25          | \$ 137.25         | \$ 243.25                    | \$ 141.25                    |
| DARMOR ROD | ARMOR RODS                       | \$ 137.75          | \$ 80.00          | \$ 142.00                    | \$ 82.50                     |
| DM5-HSDSW  | KNIFE BLADE SWITCH 600/900       | \$ 137.75          | \$ 80.00          | \$ 142.00                    | \$ 82.50                     |
| DM7-13     | VOLTAGE REGULATOR 3 PH. BANK     | \$ 2,829.75        | \$ 1,641.50       | \$ 2,914.75                  | \$ 1,690.75                  |
| DM9-13     | CAPACITOR 3 PH. 1200 KVAR        | \$ 4,259.25        | \$ 2,470.50       | \$ 4,387.00                  | \$ 2,544.50                  |
| DM9-13B    | CAPACITOR, 3 PHASE 600 KVAR      | \$ 4,259.25        | \$ 2,470.50       | \$ 4,387.00                  | \$ 2,544.50                  |
| DM9-13BS   | CAPACITOR 600 KVAR SWITCH BANK   | \$ 4,259.25        | \$ 2,470.50       | \$ 4,387.00                  | \$ 2,544.50                  |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 3.25           | 3.00%      | \$ 2.00           | 3.17%      |
| \$ 4.00           | 3.08%      | \$ 2.25           | 2.98%      |
| \$ 7.00           | 2.96%      | \$ 4.00           | 2.91%      |
| \$ 6.25           | 3.03%      | \$ 3.50           | 2.92%      |
| \$ 41.25          | 3.00%      | \$ 24.00          | 3.01%      |
| \$ 41.25          | 3.00%      | \$ 24.00          | 3.01%      |
| \$ 84.50          | 3.00%      | \$ 49.00          | 3.00%      |
| \$ 84.50          | 3.00%      | \$ 49.00          | 3.00%      |
| \$ 8.25           | 2.99%      | \$ 4.75           | 2.97%      |
| \$ 4.25           | 3.09%      | \$ 2.50           | 3.13%      |
| \$ 4.25           | 3.09%      | \$ 2.50           | 3.13%      |
| \$ 1.50           | 2.96%      | \$ 1.00           | 3.39%      |
| \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| \$ 3.75           | 3.05%      | \$ 2.25           | 3.16%      |
| \$ 3.75           | 3.05%      | \$ 2.25           | 3.16%      |
| \$ 3.75           | 3.05%      | \$ 2.25           | 3.16%      |
| \$ 2.00           | 3.08%      | \$ 1.25           | 3.31%      |
| \$ 2.75           | 2.93%      | \$ 1.75           | 3.21%      |
| \$ 3.75           | 3.05%      | \$ 2.25           | 3.16%      |
| \$ 3.00           | 2.96%      | \$ 1.75           | 2.98%      |
| \$ 3.75           | 3.05%      | \$ 2.25           | 3.16%      |
| \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| \$ 1.50           | 2.96%      | \$ 1.00           | 3.39%      |
| \$ 1.50           | 2.96%      | \$ 1.00           | 3.39%      |
| \$ 3.75           | 3.05%      | \$ 2.25           | 3.16%      |
| \$ 7.00           | 2.96%      | \$ 4.00           | 2.91%      |
| \$ 4.25           | 3.09%      | \$ 2.50           | 3.13%      |
| \$ 4.25           | 3.09%      | \$ 2.50           | 3.13%      |
| \$ 85.00          | 3.00%      | \$ 49.25          | 3.00%      |
| \$ 127.75         | 3.00%      | \$ 74.00          | 3.00%      |
| \$ 127.75         | 3.00%      | \$ 74.00          | 3.00%      |
| \$ 127.75         | 3.00%      | \$ 74.00          | 3.00%      |

**RFP#20-045 SEC'S PROPOSED PRICE INCREASE FOR RENEWAL #1**

**1.8 OH Misc Assembly Units**

| Bid Units                 | Unit Description               | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% |
|---------------------------|--------------------------------|--------------------|-------------------|------------------------------|------------------------------|
| DM9-100                   | CAPACITOR, 100 KVAR, 7200V     | \$ 1,176.75        | \$ 682.50         | \$ 1,212.00                  | \$ 703.00                    |
| DM9-200                   | CAPACITOR, 200 KVAR, 7200V     | \$ 1,422.25        | \$ 825.00         | \$ 1,465.00                  | \$ 849.75                    |
| DM9-VAC                   | CAPACITOR BANK VACUUM SWITCH   | \$ 1,100.50        | \$ 638.25         | \$ 1,133.50                  | \$ 657.50                    |
| DM26-5A                   | LIGHT, SECURITY 100W HEAD ONLY | \$ 202.25          | \$ 117.25         | \$ 208.25                    | \$ 120.75                    |
| DM26-5-1B                 | 50 LED BR COBRAHEAD LGT ONLY   | \$ 202.25          | \$ 117.25         | \$ 208.25                    | \$ 120.75                    |
| DM26-5-8                  | 50 LED COBRA HEAD & 8' ARM     | \$ 202.25          | \$ 117.25         | \$ 208.25                    | \$ 120.75                    |
| DM26-5-16A                | 210 LED COBRA HEAD & 16' ARM   | \$ 202.25          | \$ 117.25         | \$ 208.25                    | \$ 120.75                    |
| DM26-5-16                 | 130 LED COBRA HEAD & 16' ARM   | \$ 202.25          | \$ 117.25         | \$ 208.25                    | \$ 120.75                    |
| DM26-5H                   | 400 WATT FLOOD LIGHT           | \$ 202.25          | \$ 117.25         | \$ 208.25                    | \$ 120.75                    |
| DM26-5G                   | 100 WATT FLOOD LIGHT           | \$ 202.25          | \$ 117.25         | \$ 208.25                    | \$ 120.75                    |
| DM42-11                   | PRIMARY DEADEND ASSEMBLY SMALL | \$ 137.75          | \$ 80.00          | \$ 142.00                    | \$ 82.50                     |
| DM42-13                   | PRIMARY DEADEND ASSEMBLY LRG   | \$ 137.75          | \$ 80.00          | \$ 142.00                    | \$ 82.50                     |
| DM45-2&4-AS               | #2 - #4 ACSR AUTO SLEEVE       | \$ 137.75          | \$ 80.00          | \$ 142.00                    | \$ 82.50                     |
| DM45-1/0-AS               | 1/0 ACSR AUTO SLEEVE           | \$ 137.75          | \$ 80.00          | \$ 142.00                    | \$ 82.50                     |
| DM45-477-AS               | 477 AUTO SLEEVE                | \$ 137.75          | \$ 80.00          | \$ 142.00                    | \$ 82.50                     |
| DM52-3 OH                 | OVERHEAD EQUIPMENT NUMBERING   | \$ 69.00           | \$ 40.00          | \$ 71.00                     | \$ 41.25                     |
| <b>END OF SECTION 1.8</b> |                                |                    |                   |                              |                              |

| Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------|------------|-------------------|------------|
| \$ 35.25          | 3.00%      | \$ 20.50          | 3.00%      |
| \$ 42.75          | 3.01%      | \$ 24.75          | 3.00%      |
| \$ 33.00          | 3.00%      | \$ 19.25          | 3.02%      |
| \$ 6.00           | 2.97%      | \$ 3.50           | 2.99%      |
| \$ 6.00           | 2.97%      | \$ 3.50           | 2.99%      |
| \$ 6.00           | 2.97%      | \$ 3.50           | 2.99%      |
| \$ 6.00           | 2.97%      | \$ 3.50           | 2.99%      |
| \$ 6.00           | 2.97%      | \$ 3.50           | 2.99%      |
| \$ 6.00           | 2.97%      | \$ 3.50           | 2.99%      |
| \$ 6.00           | 2.97%      | \$ 3.50           | 2.99%      |
| \$ 4.25           | 3.09%      | \$ 2.50           | 3.13%      |
| \$ 4.25           | 3.09%      | \$ 2.50           | 3.13%      |
| \$ 4.25           | 3.09%      | \$ 2.50           | 3.13%      |
| \$ 4.25           | 3.09%      | \$ 2.50           | 3.13%      |
| \$ 4.25           | 3.09%      | \$ 2.50           | 3.13%      |
| \$ 2.00           | 3%         | \$ 1.25           | 3.13%      |

**RFP#20-045 SEC's Proposed Price Increase for Renewal #1**  
**2.0 Secondary Service AU**

| Bid Units               | Unit Description                                    | Install Price (\$) | Remove Price (\$) | Proposed Install Increase 3% | Proposed Removal Increase 3% | Install Price dif | % increase | Removal Price Dif | % increase |
|-------------------------|-----------------------------------------------------|--------------------|-------------------|------------------------------|------------------------------|-------------------|------------|-------------------|------------|
| DJ5                     | DOUBLE UPSET BOLT W/INSULATOR TIE INCLUDED          | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     | \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| DJ6                     | SWINGING CLEVIS W/INSULATOR DEADEND CLAMP INCLUDED  | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     | \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| DJ8                     | SINGLE UPSET BOLT W/INSULATOR TIE INCLUDED          | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     | \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| DK11                    | SERVICE ASSEMBLY DEADEND CLAMP INCLUDED             | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     | \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| DK14                    | SERVICE CLEVIS DEADEND CLAMP INCLUDED               | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     | \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| DK14C                   | SQUARE D CLEVIS DEADEND CLAMP INCLUDED              | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     | \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| DK17                    | SERVICE ENTRANCE PIPE CLAMP, DEADEND CLAMP INCLUDED | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     | \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| DK10                    | SERVICE ENTRANCE HOUSE KNOB, DEADEND CLAMP INCLUDED | \$ 57.75           | \$ 33.50          | \$ 59.50                     | \$ 34.50                     | \$ 1.75           | 3.03%      | \$ 1.00           | 2.99%      |
| <b>END OF SECTION 2</b> |                                                     |                    |                   |                              |                              |                   |            |                   |            |

**RFP#20-045 SEC's Proposed Price Increase for Renewal #1**  
**Hourly Rates**

|                                             | Regular 40 Hour Work<br>Week Hourly Price (\$) | Overtime Work Hourly<br>Price (\$)* |                               |                            |
|---------------------------------------------|------------------------------------------------|-------------------------------------|-------------------------------|----------------------------|
| EQUIPMENT                                   |                                                |                                     |                               |                            |
| Aerial Device Truck 55 to 60 ft.            | \$ 36.00                                       |                                     |                               |                            |
| Digger Derrick                              | \$ 38.00                                       |                                     |                               |                            |
| Truck-Mounted Crane                         | \$ 79.00                                       |                                     |                               |                            |
| Pressure Digger                             | \$ 75.00                                       |                                     |                               |                            |
| Air Compressor                              | \$ 19.00                                       |                                     |                               |                            |
| Backhoe (1/4 yd.)                           | \$ 40.00                                       |                                     |                               |                            |
| Mini / Compact Track hoe                    | \$ 28.00                                       |                                     |                               |                            |
| Overhead Wire Puller/Tensioner              | \$ 30.00                                       |                                     |                               |                            |
| Underground Wire Puller                     | \$ 32.00                                       |                                     |                               |                            |
| Service Truck                               | \$ 35.00                                       |                                     |                               |                            |
| Pickup Truck                                | \$ 18.50                                       |                                     |                               |                            |
| Pole Truck & Trailer                        | \$ 44.00                                       |                                     |                               |                            |
| Trencher Walk Behind                        | \$ -                                           |                                     |                               |                            |
| Trencher 60" depth                          | \$ 51.00                                       |                                     |                               |                            |
| Vac. Trailer with Operator                  | \$ 84.00                                       |                                     |                               |                            |
| Vac. Truck with Operator                    | \$ -                                           |                                     |                               |                            |
| Mini / Compact Aerial Device                | \$ 42.00                                       |                                     |                               |                            |
| Mini / Compact Digger                       | \$ 42.00                                       |                                     |                               |                            |
| LABOR                                       |                                                |                                     | Proposed Labor<br>Increase 3% | Proposed OT<br>Increase 3% |
| Overhead Foreman                            | \$ 87.00                                       | \$ 121.80                           | \$ 89.50                      | \$ 125.50                  |
| Underground Foreman                         | \$ 75.20                                       | \$ 103.20                           | \$ 77.50                      | \$ 106.25                  |
| Service Foreman                             | \$ 72.50                                       | \$ 101.50                           | \$ 74.75                      | \$ 104.50                  |
| Overhead Journeyman Lineman                 | \$ 83.00                                       | \$ 113.20                           | \$ 85.50                      | \$ 116.50                  |
| Underground Journeyman Lineman              | \$ 62.10                                       | \$ 84.75                            | \$ 64.00                      | \$ 87.25                   |
| Service Journeyman Lineman                  | \$ 56.00                                       | \$ 78.40                            | \$ 57.75                      | \$ 80.75                   |
| Apprentice Lineman 1st Class                | \$ 72.50                                       | \$ 101.50                           | \$ 74.75                      | \$ 104.50                  |
| Apprentice Lineman 2nd Class                | \$ 56.00                                       | \$ 78.40                            | \$ 57.75                      | \$ 80.75                   |
| Helper, 1st Class                           | \$ 43.00                                       | \$ 60.20                            | \$ 44.25                      | \$ 62.00                   |
| Helper, 2nd Class                           | \$ 39.95                                       | \$ 53.20                            | \$ 41.25                      | \$ 54.75                   |
| *Overtime rates do not apply for equipment. |                                                |                                     |                               |                            |
| END OF SECTION 3                            |                                                |                                     |                               |                            |

| Install<br>Price dif | % increase | OT Price<br>Diff | % increase |
|----------------------|------------|------------------|------------|
| \$ 2.50              | 2.87%      | \$ 3.70          | 3.04%      |
| \$ 2.30              | 3.06%      | \$ 3.05          | 2.96%      |
| \$ 2.25              | 3.10%      | \$ 3.00          | 2.96%      |
| \$ 2.50              | 3.01%      | \$ 3.30          | 2.92%      |
| \$ 1.90              | 3.06%      | \$ 2.50          | 2.95%      |
| \$ 1.75              | 3.13%      | \$ 2.35          | 3.00%      |
| \$ 2.25              | 3.10%      | \$ 3.00          | 2.96%      |
| \$ 1.75              | 3.13%      | \$ 2.35          | 3.00%      |
| \$ 1.25              | 2.91%      | \$ 1.80          | 2.99%      |
| \$ 1.30              | 3.25%      | \$ 1.55          | 2.91%      |

**RFP#20-045 SEC's Proposed Price Increase for Renewal #1  
Labor Adder**

| Labor Adder                                   | % Added to Unit Prices |
|-----------------------------------------------|------------------------|
| Work not accesible by truck mounted equipment | 40%                    |
| END OF SECTION 4                              |                        |

**August 12, 2021**  
**Item No. 7.13.**  
**BVWACS Amendment to add Burleson County**

**Sponsor:** Sam Rivera

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an amendment adding Burleson County to the BVWACS Partnership and BVWACS Managing Entity Agreements.

**Relationship to Strategic Goals:**

Good Governance

Core Services and Infrastructure

**Recommendation(s):** CIO recommends approval of the Interlocal Agreements.

**Summary:** Burleson County has requested and been approved by the BVWACS Governing Board to be added as a BVWACS member. The two interlocal agreements are to add Burleson County as a member of BVWACS and to add Burleson County to the existing management agreement between BVCOG and BVWACS.

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

**Attachments:**

1. College Station - BVWACS Partnership Agreement Amendment For Execution
2. College Station - BVWACS Managing Entity Agreement For Execution

**SECOND AMENDMENT TO THE SECOND RESTATEMENT  
OF THE INTERLOCAL AGREEMENT FOR THE CONSTRUCTION, ACQUISITION,  
IMPLEMENTATION, OPERATION AND MAINTENANCE OF THE BRAZOS  
VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS)**

**STATE OF TEXAS**

**§ COUNTIES OF BRAZOS,  
§ WASHINGTON, GRIMES, MADISON,  
§ AND BURLESON**

This Second Amendment to the Second Restatement Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 and is effective as of October 1, 2021.

**WHEREAS**, the Brazos Valley Council of Governments and the Cities of Bryan, College Station and Brenham, and the Counties of Washington, Grimes, and Brazos, and Texas A&M University entered into an interlocal agreement (the “Agreement”) for the construction, acquisition, implementation, operation and maintenance of the Brazos Valley Wide Area Communications System (BVWACS); and

**WHEREAS**, the BVWACS Parties added Madison County to the Agreement on September 29, 2020; and

**WHEREAS**, Section 11 of the Agreement provides for the addition of new parties to the BVWACS system; and

**WHEREAS**, Section 6 of the Agreement provides for the amendment of the Agreement; and

**WHEREAS**, Burleson County wishes to become a BVWACS Party; and

**WHEREAS**, Burleson County agrees to abide by all Agreement covenants; and

**WHEREAS**, the existing BVWACS parties wish to amend the Interlocal Agreement to add Burleson County as a BVWACS party; and

**WHEREAS**, the Brazos Valley Council of Governments has secured grant funds to provide for the addition of a six (6) channel 700MHz RF site in Caldwell, TX; and

**WHEREAS**, Burleson County has agreed to absorb the cost of the tower lease fees for the BVWACS antenna system on the Caldwell site under a separate agreement with the tower owner,

**NOW, THEREFORE**, the BVWACS Parties and Burleson County hereby agree as follows:

1. Unless expressly written herein, the terms of this Amendment shall follow the terms of the Agreement and will continue until September 30, 2023, as defined in Section 2 of the Agreement.
2. As the BVWACS Managing Entity, BVCOG will fund the acquisition, construction, and implementation of radio frequency infrastructure at a leased tower site in Caldwell, TX using grant funds provided by the State of Texas directly to BVCOG. This includes acquisition and/or construction of a tower shelter building, radio frequency infrastructure, and data connectivity equipment.
3. Burleson County agrees that the tower owner requires a Structural Loading Analysis be performed by a Professional Engineer registered in the State of Texas for the purposes of determining if the tower structure can support the addition of the BVWACS Antenna System without modification. Burleson County further agrees that, should the Analysis indicated that structural modifications or enhancements are required to support the BVWACS Antenna System, that Burleson County will absorb the costs associated with the modification or enhancement of the tower structure.
4. Burleson County understands that costs associated with being a BVWACS Party are calculated every year, based on the number of subscriber devices they have in service on the BVWACS System versus the total Operating, Maintenance, and Capital Fund Budgets.
5. Burleson County further understands that, if their initial subscriber count is insufficient to cover the actual maintenance and operation costs associated with their membership, they will be responsible for payment of a sufficient number of subscriber units to offset those costs.
6. Burleson County understands that, once their actual number of subscriber units in service is sufficient to cover the actual maintenance and operation costs associated with their membership, they will be billed at their actual subscriber count.
7. Burleson County agrees to absorb the costs associated with leasing space on the tower structure at the Caldwell site, as determined in a separate agreement between Burleson County and the tower owner. Burleson County will be responsible for lease costs associated with two (2) 700MHz antennas, one (1) tower-top amplifier, microwave data equipment, and four (4) antenna cables, each at a height determined to be optimal to gain the maximum coverage available at the Caldwell site.
8. Burleson County will receive subscriber devices, at no cost, from the BVCOG, at a quantity to be coordinated between Burleson County and the BVWACS System Manager, in an effort to lessen the initial Capital Expenditure burden on Burleson County. Burleson County agrees that they will receive the subscriber devices only, and Burleson County will be financially responsible for any costs associated with purchasing the necessary accessories to put the subscriber devices into service, including any batteries, antennas, microphones, charging devices, speakers, power cables, installation services, or any other ancillary costs.
9. In accordance with Section 4.B and 5.B of the Agreement, Burleson County shall appoint One (1) official to the BVWACS Governing Board, and One (1) primary and One (1) alternate representative to the BVWACS Operating Board.



**10.** The BVWACS Parties agree that, for testing and verification purposes, RF site infrastructure and subscriber units may become active prior to the effective date of this Amendment. The BVWACS Parties further agree that, should these units become active prior to the effective date of this Amendment, Burleson County shall not be billed for this testing, verification, and usage of the BVWACS System until the effective date of this Amendment.

**11.** In accordance with Section 22.D of the Agreement, Notices to Burleson County shall be directed to:

Burleson County  
Attention: County Judge, with a copy to the County Attorney  
100 W. Buck #306  
Caldwell, TX 77836

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Secretary

**APPROVED:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant City Manager/ CFO

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR MANAGING  
ENTITY BY THE BVCOG FOR THE BRAZOS VALLEY WIDE AREA  
COMMUNICATIONS SYSTEM (BVWACS)**

|                       |                                                                                                |
|-----------------------|------------------------------------------------------------------------------------------------|
| <b>STATE OF TEXAS</b> | <b>§     COUNTIES OF BRAZOS,<br/>§     WASHINGTON, GRIMES, MADISON,<br/>§     AND BURLESON</b> |
|-----------------------|------------------------------------------------------------------------------------------------|

This Second Amendment to the Interlocal Agreement for Managing Entity by the BVCOG for the Brazos Valley Wide Area Communications System (BVWACS) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 and is effective as of October 1, 2021.

**WHEREAS**, the Brazos Valley Council of Governments and the Cities of Bryan, College Station and Brenham, and the Counties of Washington, Grimes, and Brazos, and Texas A&M University (BVWACS Parties) entered into an interlocal agreement (the “Agreement”) for Managing Entity by the BVCOG for the Brazos Valley Wide Area Communications System (BVWACS); and

**WHEREAS**, the BVWACS Parties added Madison County to the Agreement on September 29, 2020; and

**WHEREAS**, Article 7 of the Agreement provides for Changes and Amendments of the Agreement; and

**WHEREAS**, Burleson County is a new BVWACS party subsequent to execution of the First Amendment to the Second Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS); and

**WHEREAS**, the BVWACS parties wish to amend this Agreement to add Burleson County; and

**WHEREAS**, Burleson County agrees to abide by all covenants outlined in the Agreement;

**NOW, THEREFORE**, the BVWACS parties hereby amend the Agreement as follows:

1. The Agreement is amended to include the Cities of Bryan, College Station and Brenham, and the Counties of Washington, Grimes, Brazos, Madison and Burleson, and Texas A&M University.
2. Article 12 is amended to add the following:  
County:  
Burleson County  
Attention: County Judge, with a copy to County Attorney  
100 W. Buck #306  
Caldwell, TX 77836

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

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

**APPROVED:**

By: \_\_\_\_\_  
City Manager

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

By: \_\_\_\_\_  
City Attorney

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

By: \_\_\_\_\_  
Assistant City Manager/ CFO

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

**August 12, 2021**  
**Item No. 7.14.**  
**Deacon UP Railroad Agreement**

**Sponsor:** Emily Fisher, Assistant Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding an agreement between the City of College Station and Union Pacific Railroad Company to construct a railroad crossing at the intersection of Deacon Drive and FM 2154 and closing the existing crossing at Cain Road and FM 2154.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

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

**Summary:** The City is undertaking a project to construct a new at-grade crossing at the intersection of Deacon Drive and FM 2154 and close the existing crossing at Cain Road and FM 2154. FM 2154 will be reconstructed on either side of the new intersection to raise the existing grade to the same level as the existing railroad tracks. The project also includes right and left turn lanes at all approaches, a new traffic signal, and pedestrian facilities.

This project was identified by the 2015 Citizens Advisory Committee. It will improve the safety of the crossing as well as mobility in the area.

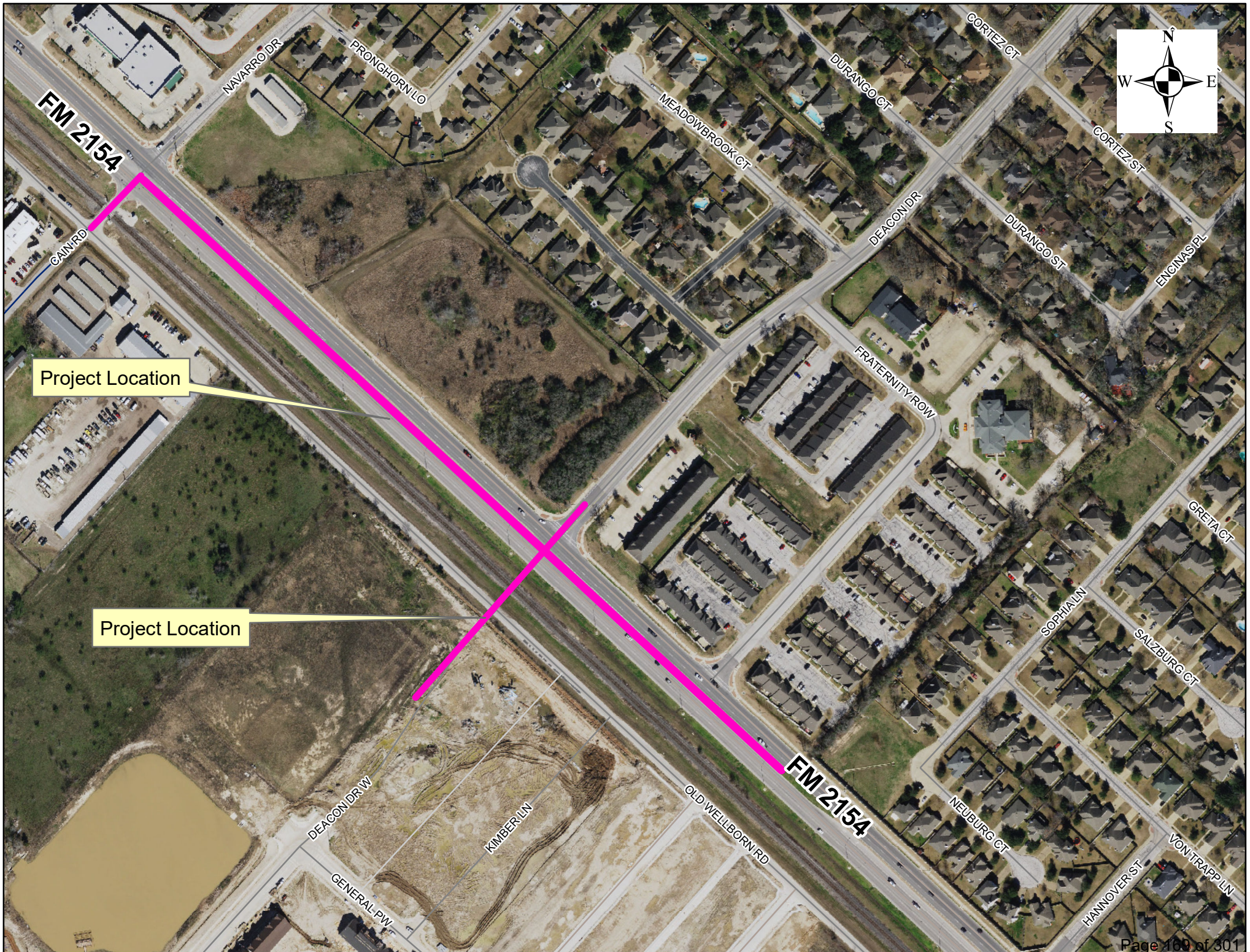
This agreement will allow the City to widen the roadway across the railroad right of way with the payment of Right-of-Way fee, Maintenance fees and a Construction reimbursement payment from the City to Union Pacific Railroad. The amount to be paid to UPRR totals \$1,137,796. This includes \$95,000 for use of UP's right of way, \$221,000 for maintenance of the crossing for the next 20 years, and \$821,796 for the construction of the railroad crossing signal.

**Budget & Financial Summary:** Budget in the amount of \$5,740,000 is included for this project in the Streets Capital Projects Fund. A total of \$751,810.40 has been expended or committed to date, leaving a balance of \$4,988,189.60 in the total project budget for this agreement obligations and future construction.

**Attachments:**

1. Project Map
2. 3168-77 Public Highway At Grade Crossing-signal (31620)







**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

DEACON DRIVE  
DOT 450523V  
MILE POST 70.2, NAVASOTA SUBDIVISION  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF COLLEGE STATION**, a municipal corporation or political subdivision of the State of Texas to be addressed at 1100 S Texas Avenue, College Station, TX 77840 ("Political Body").

**RECITALS:**

The Political Body desires to undertake as its project (the "Project") the construction of a new at grade public road crossing over Deacon Drive, DOT 450523V at Railroad's Milepost 70.2 on Railroad's Navasota Subdivision at or near College Station, Brazos County, TX (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A** and shown on the plans marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof. The portion of the roadway located within the Crossing Area is the "Roadway".

In support of its Project, the Political Body has requested the Railroad's cooperation in connection with installing grade crossing protection devices, installing highway traffic control signals, and installing the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing protection devices with the operation of said highway traffic control signals. Said work is to be performed at the sole expense of Political Body.

The Project also involves the permanent closure of an existing at-grade public crossing over Cain Road, DOT 743220X at Railroad's Milepost 70.45 on Railroad's Navasota Subdivision at or near College Station, Brazos County, TX ("Cain Road Crossing"). Pursuant to that certain Ordinance No. 2019-4112 issued by the Political Body on July 25, 2019 ("Ordinance"), Railroad and the Political Body agree that closure of the Cain Road Crossing will not occur until the Project (i.e., new at grade public road crossing over Deacon Drive, DOT 450523V) within the Crossing Area has been opened

to the public for traffic. Railroad and the Political Body also agree that the Cain Road Crossing closure will be documented under a separate agreement between Railroad and the Political Body, as described in more detail herein.

The Railroad and the Political Body are entering into this Agreement to cover the above.

#### **AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

#### **Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

#### **Section 2. RAILROAD GRANTS RIGHT**

For and in consideration of the sum of **NINETY FIVE THOUSAND DOLLARS (\$95,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration] of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

For purposes of advanced signal preemption, Railroad hereby grants permission and authority to Political Body and/or its Contractor (as defined below) to install the conduit with the necessary wiring on Railroad right of way on the condition that prior to performing any work on Railroad's property, Political Body shall, or shall require its Contractor to, notify the Railroad and/or enter into a right of entry agreement with Railroad, as applicable pursuant to the terms and conditions of this Agreement.

#### **Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.



#### **Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179-1690  
UP File Folder No. 3168-77

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

#### **Section 5. FEDERAL AID POLICY GUIDE**

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

**Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

**Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated 7/2/19 and 10/2/18, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is EIGHT HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED NINETY SIX Dollars (\$821,796.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

## **Section 8. PLANS**

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

## **Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new

agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

#### **Section 10. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

#### **Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

## **Section 12. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

## **Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

## **Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

## **Section 15. SIGNAL PREEMPTION**

A. Political Body and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at the Crossing Area, in accordance with the design schematic marked **Exhibit E**, hereto attached and hereby made a part hereof (the "Designs").

B. Political Body, at its expense, shall furnish all material, labor, equipment and supervision for the installation and maintenance of highway traffic

control signals at the Crossing Area, as applicable in accordance with the Designs.

C. Railroad, at Political Body's expense, shall furnish all material, labor, equipment and supervision for the work described in the Estimate(s) and in accordance with the Designs, including, as applicable, installation of signals and/or appurtenances and installation of the necessary relays and other materials required to interconnect and coordinate the operation of the highway traffic control signals to be installed by the Political Body.

D. Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

E. Except as set forth in this Section, Political Body shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against Political Body arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to Political Body on account of any failure of Political Body's traffic signal to operate properly, nor shall Political Body have or be entitled to maintain any action against Railroad arising from any failure of Political Body's traffic signal to operate properly.

## **Section 16. SIGNAL MAINTENANCE COSTS**

Also on the Effective Date, the Political Body agrees to pay to Railroad the sum, of **TWO HUNDRED TWENTY-ONE THOUSAND DOLLARS (\$221,000.00)** as advanced payment for Railroad's maintenance of the railroad crossing warning for the next twenty (20) years. On or before the date that is the twentieth anniversary of the Effective Date! ("Twenty Year Anniversary Date"), as well as on the anniversary date of each! subsequent one year period, a new, annual, fee will be calculated for signal! maintenance. This new annual fee will be determined by the Railroad and will be based! on the then-current number of signal units at the Crossing Area, and the per unit! amount will be determined at a rate based on the American Association of Railroad's! (AAR) signal unit cost index. The Political Body shall pay to the Railroad such new! annual maintenance fees and such changes in the maintenance fee may be made by! the Railroad by means of automatic adjustment in billing. Such new annual fees! calculated after the Twenty Year Anniversary Date may be re- determined by the! Railroad at any time subsequent to the expiration of five (5) years following the date on! which such annual fee was last determined or established. Such changes in the! maintenance fee may be made by means of automatic adjustment in billing.

## **Section 17. CLOSURE AND REMOVAL OF CAIN ROAD CROSSING**

A. Pursuant to the Recitals of this Agreement and the Ordinance, Railroad and the Political Body agree to formally close the Cain Road Crossing once the Project (i.e., new at grade public road crossing over Deacon Drive, DOT 450523V) within the Crossing Area has been opened to the public for traffic.

B. Railroad and the Political Body hereby agree that the Cain Road Crossing closure will be documented under a separate agreement between Railroad and the Political Body in the form of Public Road Crossing Closure and Removal Agreement ("Crossing Closure Agreement"), attached hereto as **Exhibit F** and made a part hereof.

C. If the Political Body hires a contractor or other agent to perform the Cain Road Crossing removal work pursuant to the Crossing Closure Agreement, the Political Body shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement, and to comply with the requirements set forth therein and the Crossing Closure Agreement. If the Political Body performs the Cain Road Crossing removal work pursuant to the Crossing Closure Agreement, the Political Body shall comply with the safety standards set forth in Railroad's then current form of Contractor's Right of Entry Agreement and the Crossing Closure Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
(Federal Tax ID #94-6001323)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF COLLEGE STATION**

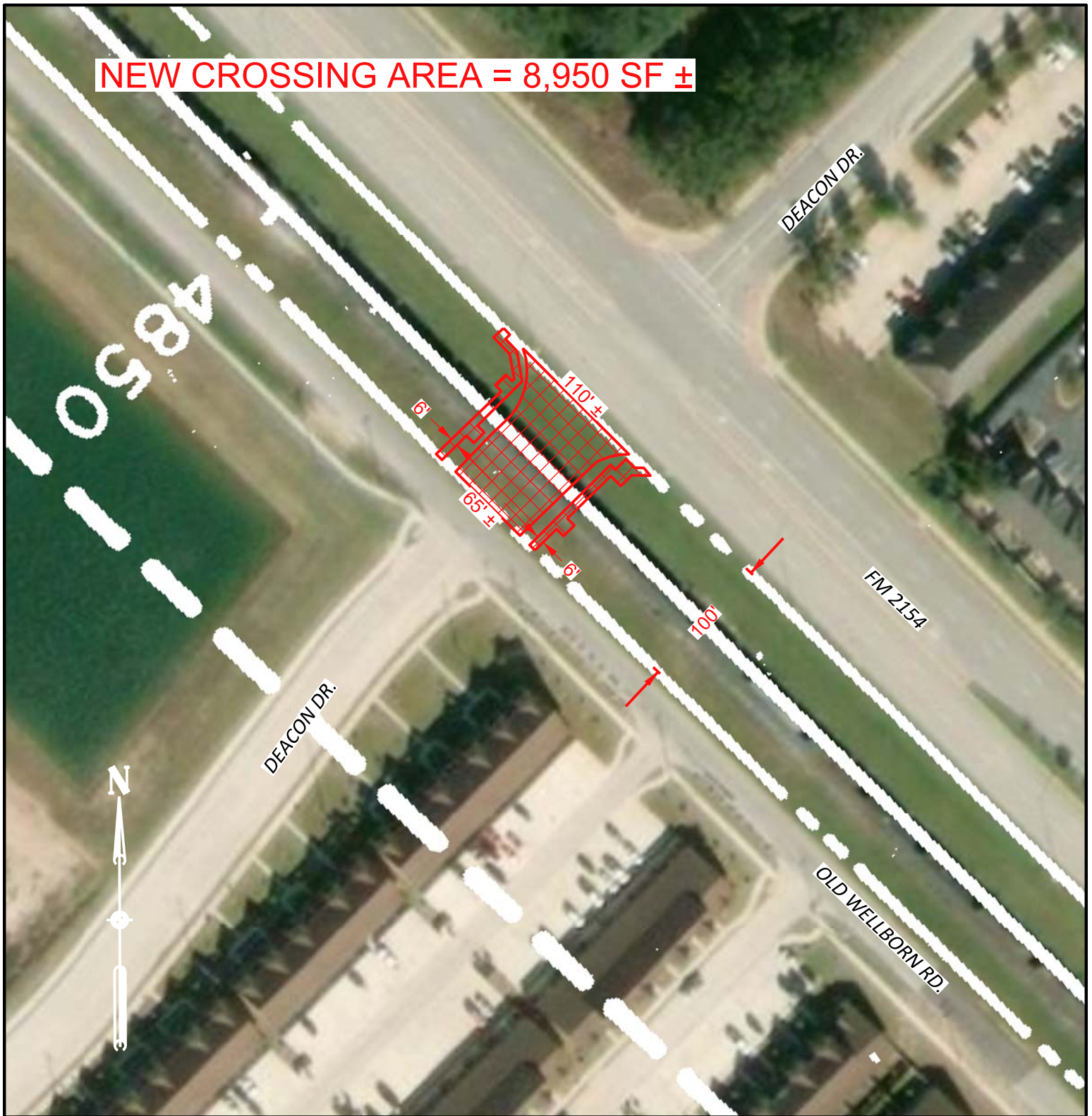
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A** will be a print showing the Crossing Area (see Recitals)



NEW CROSSING AREA = 8,950 SF ±

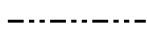


**LEGEND:**

NEW CROSSING AREA.....



UPRRCO. R/W OUTLINED.....



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

COLLEGE STATION, BRAZOS COUNTY, TX

M.P. 70.2 - NAVASOTA SUB.

MAP HTC TX V-2 / 24

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 9/11/2019

RRM FILE: 03168-77

CADD  
FILENAME 0316877.DGN

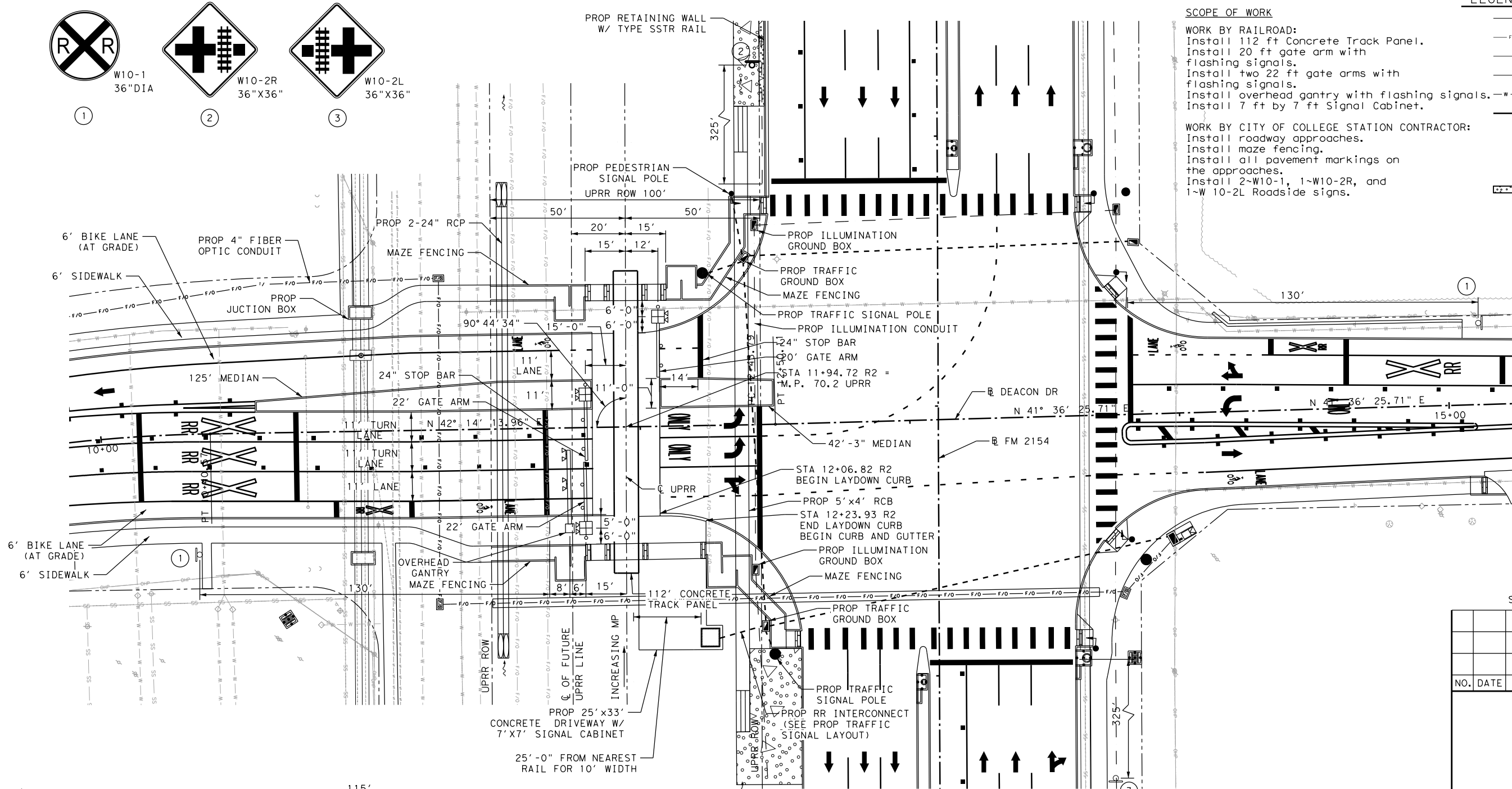
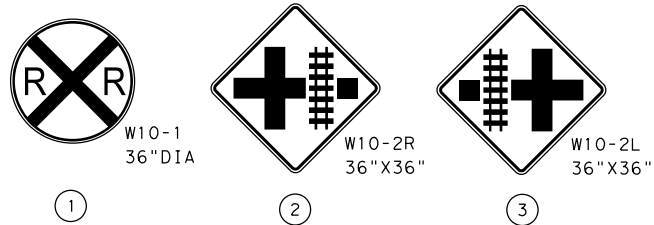
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**EXHIBIT A-1  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A-1** will be the plans of the Crossing Area (see Recitals)

BW\_HALF\_PDF.plt

MGD  
DATE: 10/30/2018 8:45:13 AM  
FILE: c:\bms\pwe101-01\mrc.drc\in\ms01495\DEACON\_CROSSING.dgn

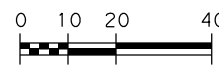
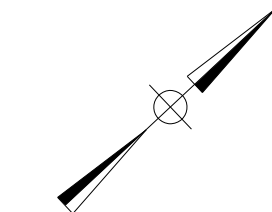
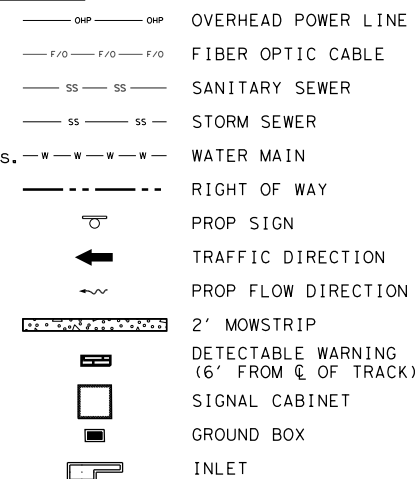


#### SCOPE OF WORK

**WORK BY RAILROAD:**  
Install 112 ft Concrete Track Panel.  
Install 20 ft gate arm with flashing signals.  
Install two 22 ft gate arms with flashing signals.  
Install overhead gantry with flashing signals.  
Install 7 ft by 7 ft Signal Cabinet.

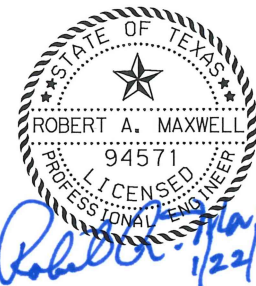
**WORK BY CITY OF COLLEGE STATION CONTRACTOR:**  
Install roadway approaches.  
Install maze fencing.  
Install all pavement markings on the approaches.  
Install 2~W10-1, 1~W10-2R, and 1~W10-2L Roadside signs.

#### LEGEND



SCALE: 1"=20' (H) (22"x34")

| NO. | DATE | REVISION | APPROVED |
|-----|------|----------|----------|
|     |      |          |          |
|     |      |          |          |



CITY OF COLLEGE STATION  
BRAZOS COUNTY, TEXAS

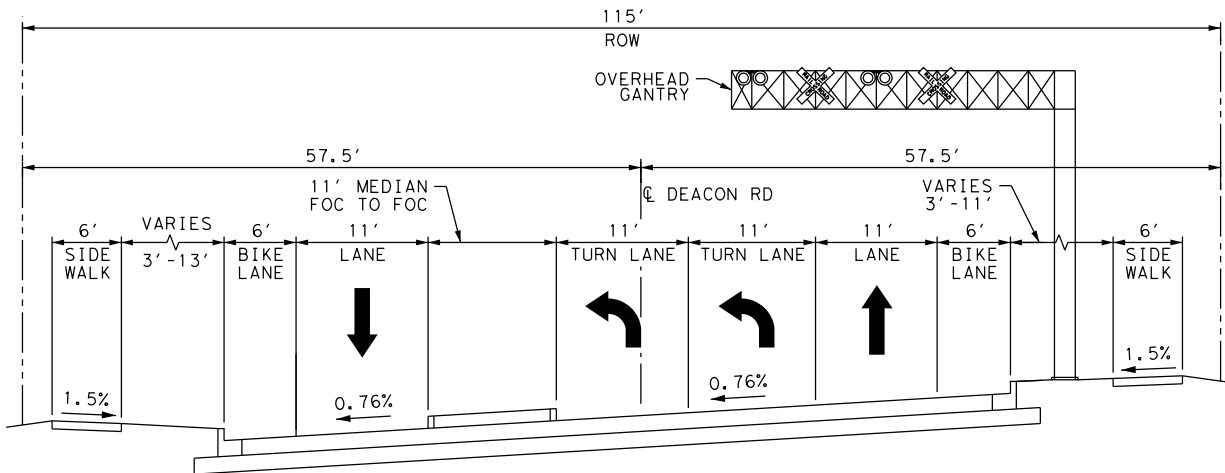
**JONES CARTER**  
Texas Board of Professional Engineers Registration No. F-439150  
Venture Dr, Suite 100 • College Station, TX 77845 • 979.731.8000

**CAIN-DEACON RAIL CROSSING**

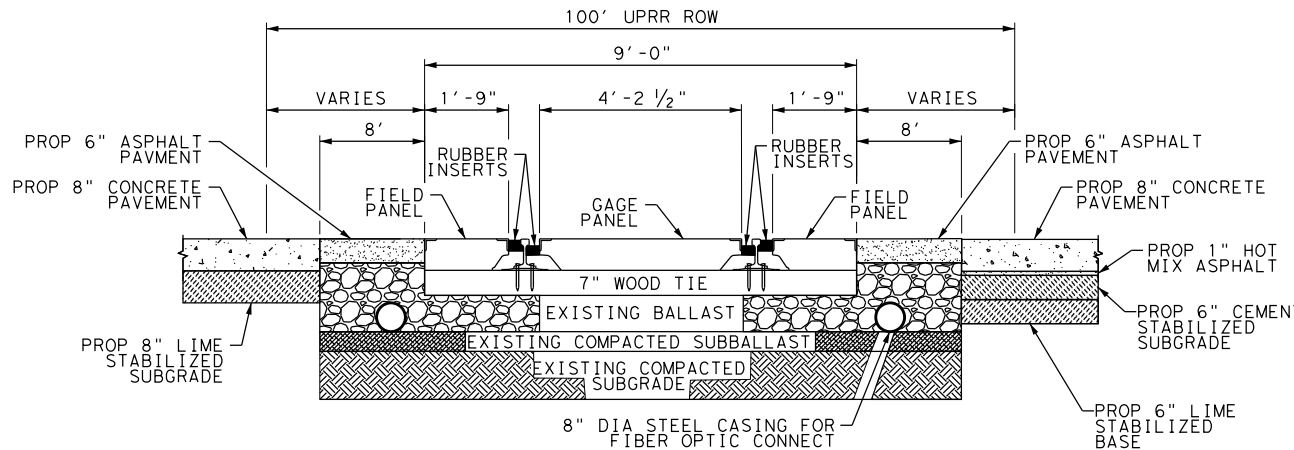
**DEACON DRIVE  
GRADE CROSSING  
UP NAVASOTA SUBDIVISION  
MILE POST 70.2**

SHEET 1 OF 1

|           |      |              |            |
|-----------|------|--------------|------------|
| DRAWN:    | MGD  | HORIZ SCALE: | 1"=40'     |
| DESIGNED: | MJM  | VERT SCALE:  | N/A        |
| CHECKED:  | BACR | DATE:        | 10/30/2018 |
| APPROVED: | RAM  | SHEET NO:    | 78         |



**PROPOSED DEACON ROAD TYPICAL SECTION  
AT UPRR CROSSING  
N. T. S.**



**PROPOSED RAILROAD CROSSING TYPICAL SECTION  
N. T. S.**

**EXHIBIT B  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating



property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2. CONSTRUCTION OF ROADWAY**

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

### **SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

### **SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

### **SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

### **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

### **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental

thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

## **SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill

Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal



Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice

President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except

holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

## **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

## **SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

## **SECTION 11. BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

## **SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

**SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C**  
**TO**  
**PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit C** (if applicable) will be Railroad's Material and Force Agreement Estimate.

# Material And Force Account Estimate

## College Station

Estimate Number: 123463    Version: 1

Standard Rates:      Labor Additive = 233.58%

Estimate Good Until 03/28/22

Location: NAVASOTA SUB, SIMN, 70.18-70.22

Description of Work: Navisota Sub. MP 70.2

DOT# 450523V, Deacon Dr. College Station, TX.

Prepared For:

Buy America: Yes

| COMMENTS                     | FACILITY | Description                                    | QTY | UOM | UCST      | LABOR    | MATERIAL | TOTAL   | UP %0   | Agcy %100 |
|------------------------------|----------|------------------------------------------------|-----|-----|-----------|----------|----------|---------|---------|-----------|
| ENGINEERING                  |          |                                                |     |     |           |          |          |         |         |           |
|                              |          | Engineering                                    | 1   | LS  | 16,334.00 | 16,334   | 0        | 16,334  | 0       | 16,334    |
|                              |          | Bill Prep Fee - Track Surface RECOLLECT        | 1   | LS  | 900.00    | 0        | 900      | 900     | 0       | 900       |
|                              |          | Homeline Freight - Track Surface RECOLLECT     | 1   | LS  | 900.00    | 0        | 900      | 900     | 0       | 900       |
|                              |          | Foreign Line Freight - Track Surface RECOLLECT | 1   | LS  | 1,190.60  | 0        | 1,191    | 1,191   | 0       | 1,191     |
| Sub-Total =                  |          |                                                |     |     |           | 16,334   | 2,991    | 19,325  | 0       | 19,325    |
| TRACK CONSTRUCTION - COMPANY |          |                                                |     |     |           |          |          |         |         |           |
|                              | RDXING   | RDXING 136# CON10W PP PAN COMPLETE             | 112 | TF  | 797.14    | 59,961   | 29,319   | 89,280  | 0       | 89,280    |
|                              | TRACK    | 136# CWRIS0 24-8'6" HWD N 16 TP                | 48  | TF  | 609.07    | 21,541   | 7,694    | 29,235  | 0       | 29,235    |
|                              |          | Mobilization: Company                          | 1   | DA  | 11,450.00 | 11,450   | 0        | 11,450  | 0       | 11,450    |
| Sub-Total =                  |          |                                                |     |     |           | 92,952   | 37,014   | 129,965 | 0       | 129,965   |
| TRACK REMOVAL - COMPANY      |          |                                                |     |     |           |          |          |         |         |           |
|                              | RDXING   | Remove road crossing - concrete                | 58  | TF  | 50.44     | 2,925    | 0        | 2,925   | 0       | 2,925     |
|                              | TRACK    | Remove Track                                   | 102 | TF  | 26.00     | 2,652    | 0        | 2,652   | 0       | 2,652     |
| Sub-Total =                  |          |                                                |     |     |           | 5,578    | 0        | 5,578   | 0       | 5,578     |
| SITE WORK - CONTRACT         |          |                                                |     |     |           |          |          |         |         |           |
|                              |          | Asphalt: Hot Mix                               | 150 | TN  | 50.00     | 0        | 7,500    | 7,500   | 0       | 7,500     |
| Sub-Total =                  |          |                                                |     |     |           | 0        | 7,500    | 7,500   | 0       | 7,500     |
| EQUIPMENT RENTAL             |          |                                                |     |     |           |          |          |         |         |           |
|                              |          | Equipment Rental                               | 3   | LS  | 2,500.00  | 0        | 7,500    | 7,500   | 0       | 7,500     |
| Sub-Total =                  |          |                                                |     |     |           | 0        | 7,500    | 7,500   | 0       | 7,500     |
| Total Wgt. in Tons = 456     |          |                                                |     |     |           | Totals = | 114,864  | 55,004  | 169,868 | 0 169,868 |

Est. Annual Mtc. Cost =

\$4,228

Grand Total =

\$169,868

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, College Station will pay actual construction costs at the current rates effective thereof.

# Material And Force Account Estimate

## CITY OF COLLEGE STATION

Estimate Creation Date: 4/15/2020    Number: 119244    Version: 3

Estimate Good    Until 03/24/22

Location: NAVASOTA SUB, SIMN, 48.75-49

Buy America: No

Description of Work: COLLEGE STATION, TX DEACON DRIVE MP 70.20 NAVASOTA SUBDIVISION DOT#450523V  
WO#46136 PID#102065 100% RECOLLECTABLE

| COMMENTS                    | Description                                     | SubDivision  | From<br>MP | To<br>MP | QTY | UOM | Unit<br>Cost | LABOR          | MATERIAL       | TOTAL            | UP 00%   | Agncy 100%     |
|-----------------------------|-------------------------------------------------|--------------|------------|----------|-----|-----|--------------|----------------|----------------|------------------|----------|----------------|
| <b>SIGNAL</b>               |                                                 |              |            |          |     |     |              |                |                |                  |          |                |
|                             | Xing - 1 Trk CWE w/Gates                        | NAVASOTA SUB | 48.75      | 49       | 1   | EA  | 131,584.00   | 41,200         | 90,384         | 131,584          | 0        | 131,584        |
|                             | Xing - Add Gates Existing Location (pair)       |              |            |          | 0.5 | EA  | 58,483.00    | 13,000         | 16,242         | 29,242           | 0        | 29,242         |
|                             | Xing - Sidelight                                |              |            |          | 4   | EA  | 907.00       | 0              | 3,628          | 3,628            | 0        | 3,628          |
|                             | Xing - Cantilever Mast <37' Cant                |              |            |          | 1   | EA  | 23,613.00    | 18,750         | 4,863          | 23,613           | 0        | 23,613         |
|                             | Xing - Cantilever Arm <41'                      |              |            |          | 27  | LF  | 767.00       | 0              | 20,709         | 20,709           | 0        | 20,709         |
| MP 71.29                    | Xing - 1 Trk Remote CWE and House               |              |            |          | 1   | EA  | 54,337.00    | 14,400         | 39,937         | 54,337           | 0        | 54,337         |
| RELOCATE EXISTING EQUIPMENT | Xing - EC5 PTC Enabled Track Circuit            |              |            |          | 1   | EA  | 5,536.00     | 5,536          | 0              | 5,536            | 0        | 5,536          |
| MP 70.45                    | Xing - CWE Only (Existing Location)             |              |            |          | 1   | EA  | 32,346.00    | 6,000          | 26,346         | 32,346           | 0        | 32,346         |
|                             | Xing - Dax Cable 1000'                          |              |            |          | 1.5 | EA  | 6,440.00     | 6,000          | 3,660          | 9,660            | 0        | 9,660          |
|                             | Xing - Track Card (Main and Stand-by) New Cable |              |            |          | 5   | EA  | 12,889.00    | 30,000         | 34,445         | 64,445           | 0        | 64,445         |
|                             | Xing - Engineering Design                       |              |            |          | 1   | LS  | 16,497.00    | 16,497         | 0              | 16,497           | 0        | 16,497         |
|                             | Xing - Boring                                   |              |            |          | 1   | LS  | 20,000.00    | 0              | 20,000         | 20,000           | 0        | 20,000         |
|                             | Xing - Contract Services for Preempt Cutover    |              |            |          | 1   | LS  | 20,000.00    | 0              | 20,000         | 20,000           | 0        | 20,000         |
|                             | Xing - Fill/Rock/Gravel                         |              |            |          | 1   | LS  | 30,000.00    | 0              | 30,000         | 30,000           | 0        | 30,000         |
|                             | Xing - Meter Service                            |              |            |          | 1   | LS  | 15,000.00    | 0              | 15,000         | 15,000           | 0        | 15,000         |
| FED W/O 115.79% (SIG)       | Xing - Labor Additive                           |              |            |          | 1   | LS  | 175,288.00   | 175,288        | 0              | 175,288          | 0        | 175,288        |
| <b>Sub-Total =</b>          |                                                 |              |            |          |     |     |              | <b>326,671</b> | <b>325,214</b> | <b>651,885</b>   | <b>0</b> | <b>651,885</b> |
| <b>Totals =</b>             |                                                 |              |            |          |     |     |              | <b>326,671</b> | <b>325,214</b> | <b>651,885</b>   | <b>0</b> | <b>651,885</b> |
| <b>Grand Total =</b>        |                                                 |              |            |          |     |     |              |                |                | <b>\$651,885</b> |          |                |

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, CITY OF COLLEGE STATION will pay actual construction costs at the current rates effective thereof.

**EXHIBIT D**  
**TO**  
**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_

\_\_\_\_\_ (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision] [Branch] [at or near DOT No. \_\_\_\_\_] located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

**ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.**



The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

\_\_\_\_\_  
[Insert mailing address]

\_\_\_\_\_  
Attn: \_\_\_\_\_  
Folder No. \_\_\_\_\_

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9- ADMINISTRATIVE FEE.**

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

**ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 11.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

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

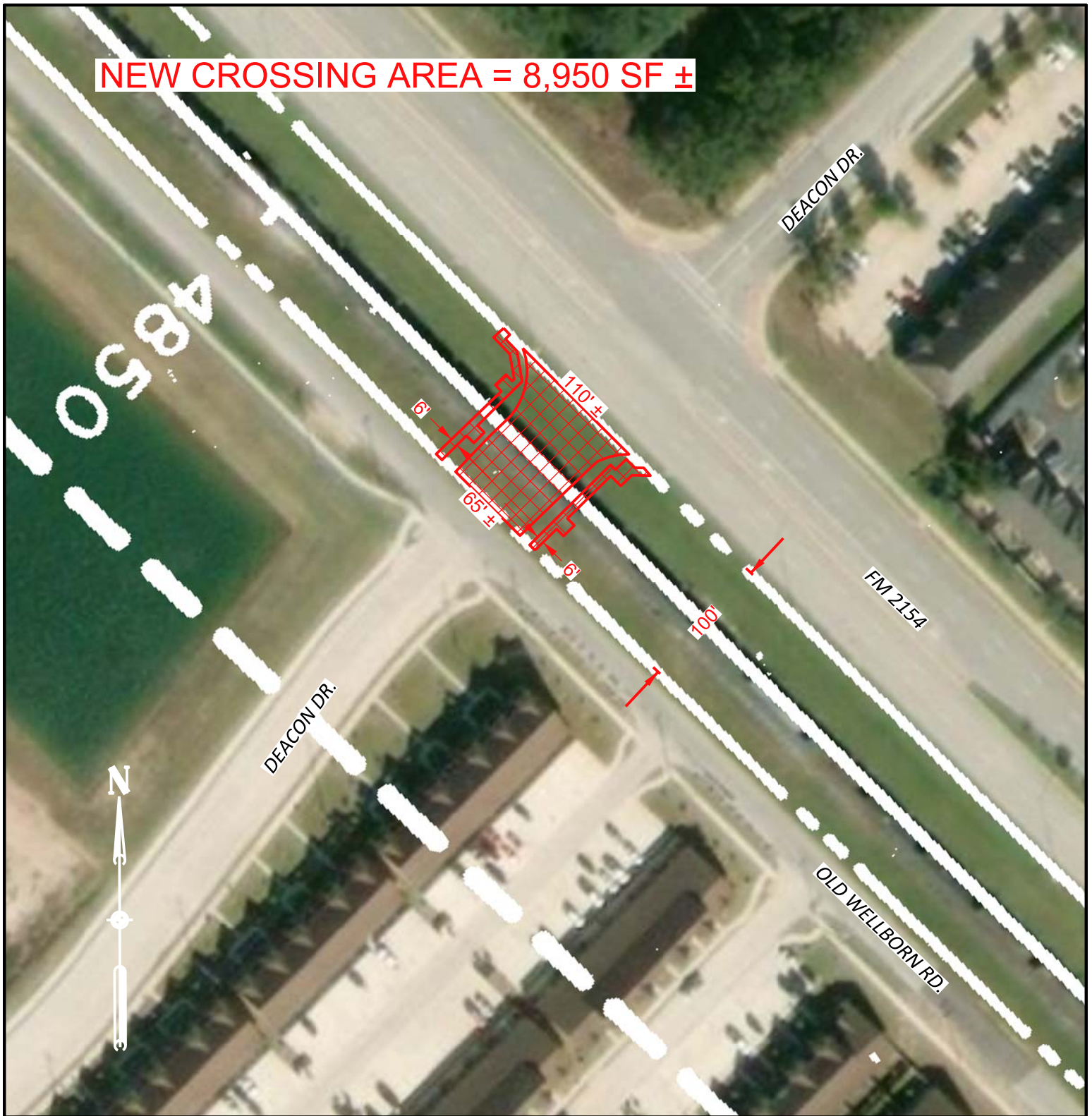
\_\_\_\_\_  
(Name of Contractor)

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

**EXHIBIT A**

Exhibit A will be a print showing the general location of the work site.

NEW CROSSING AREA = 8,950 SF ±

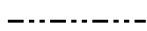


**LEGEND:**

NEW CROSSING AREA.....



UPRRCO. R/W OUTLINED.....



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

COLLEGE STATION, BRAZOS COUNTY, TX

M.P. 70.2 - NAVASOTA SUB.

MAP HTC TX V-2 / 24

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 9/11/2019

RRM FILE: 03168-77

CADD  
FILENAME 0316877.DGN

SCAN  
FILENAME 0316877\_+x093855.TIF

**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be

freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

### **Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

### **Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

### **Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

## **Section 7.     SAFETY.**

A.     Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B.     Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C.     Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D.     If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

## **Section 8.     INDEMNITY.**

A.     To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B.     The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

**C.     Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.**

D.     No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.



**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Provisions For**  
**Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to

this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

### **Other Requirements**

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

**I. Clothing**

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
  - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
  -
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

**III. On Track Safety**

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### **IV. Equipment**

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### **V. General Safety Requirements**

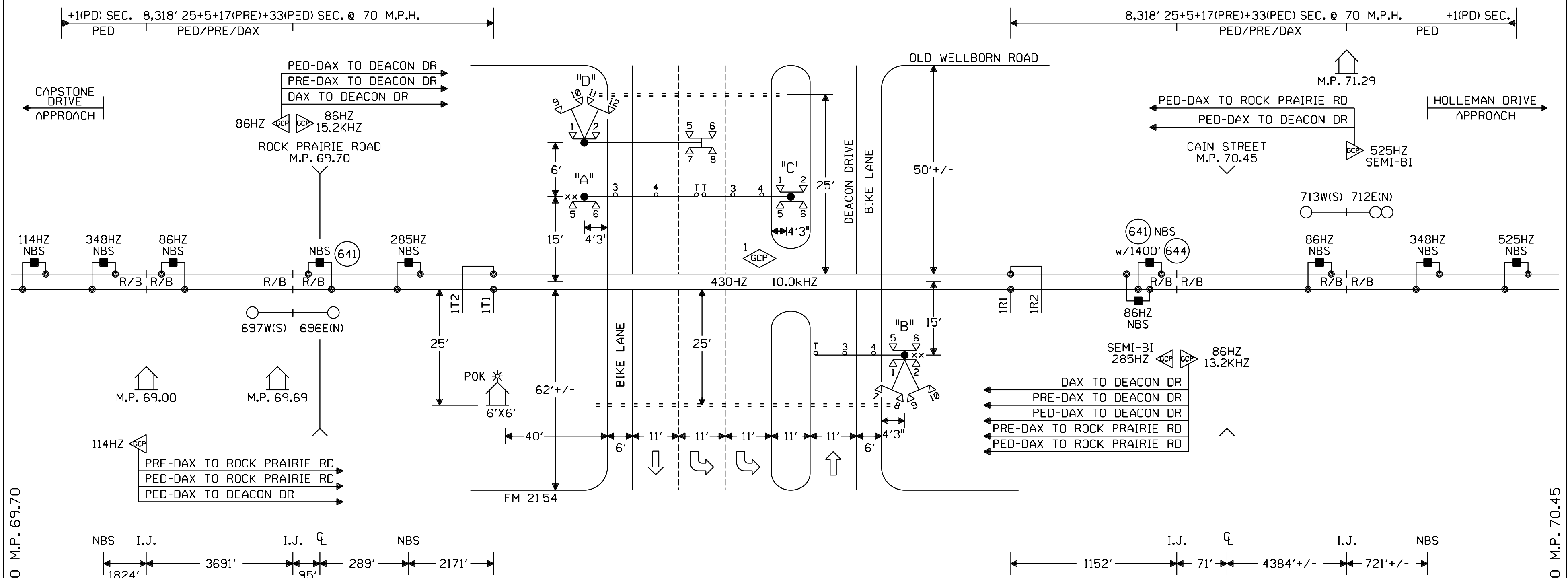
- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.

- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

**EXHIBIT E  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit E** will be signal design schematic

PRIME WARNING TIME = 23 SECONDS  
PREEMPT WARNING TIME = 42 SECONDS  
PED PREEMPT WARNING TIME = 75 SECONDS



NOTES:

- ⊗ = TWISTED WIRES  
INSULATED 1 TWIST PER FT.  
ALL TRACK WIRES 2C. #6
- TRANSMITTER AND RECEIVER LEADS  
TO BE SEPARATED BY AT LEAST 12" IN TRENCH,  
LENGTHS SHOULD NOT EXCEED MANUFACTURER'S  
RECOMMENDATION.
- TOP OF FOUNDATION TO BE AT SAME ELEVATION  
AS THE SURFACE OF THE TRAVELED WAY & NO  
MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- ALL BUNGALOW WIRING TO BE #16 AWG FLEX  
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND  
WIRE TO BE #6 AWG FLEX OR LARGER.
- ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".  
REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.
- PORTABLE GENERATOR EXTENSION CORD  
FOR 240V TO 240V IS PROVIDED AS WELL  
AS A 120V TO 240V ADAPTER.
- ALL LIGHTS TO BE 12" ROUNDELS.  
= = = = = 4" X 130' CONDUIT  
LIGHTS: LED LIGHTS
- GATE "A": 26'  
GATE "B": 21'  
GATE "C": 20'  
CANT "D": 27'
- xx = BELL

TRK 1 ISLAND DISTANCE 167' MINIMUM 120' REQUIRED

PREFERRED ISLAND WIRE CONNECTIONS  
ARE A MINIMUM 50' FROM EDGE OF ROAD

OFFSET AND ISLAND DISTANCES  
TO BE VERIFIED BY FIELD

W(S) ← ○ → E(N)

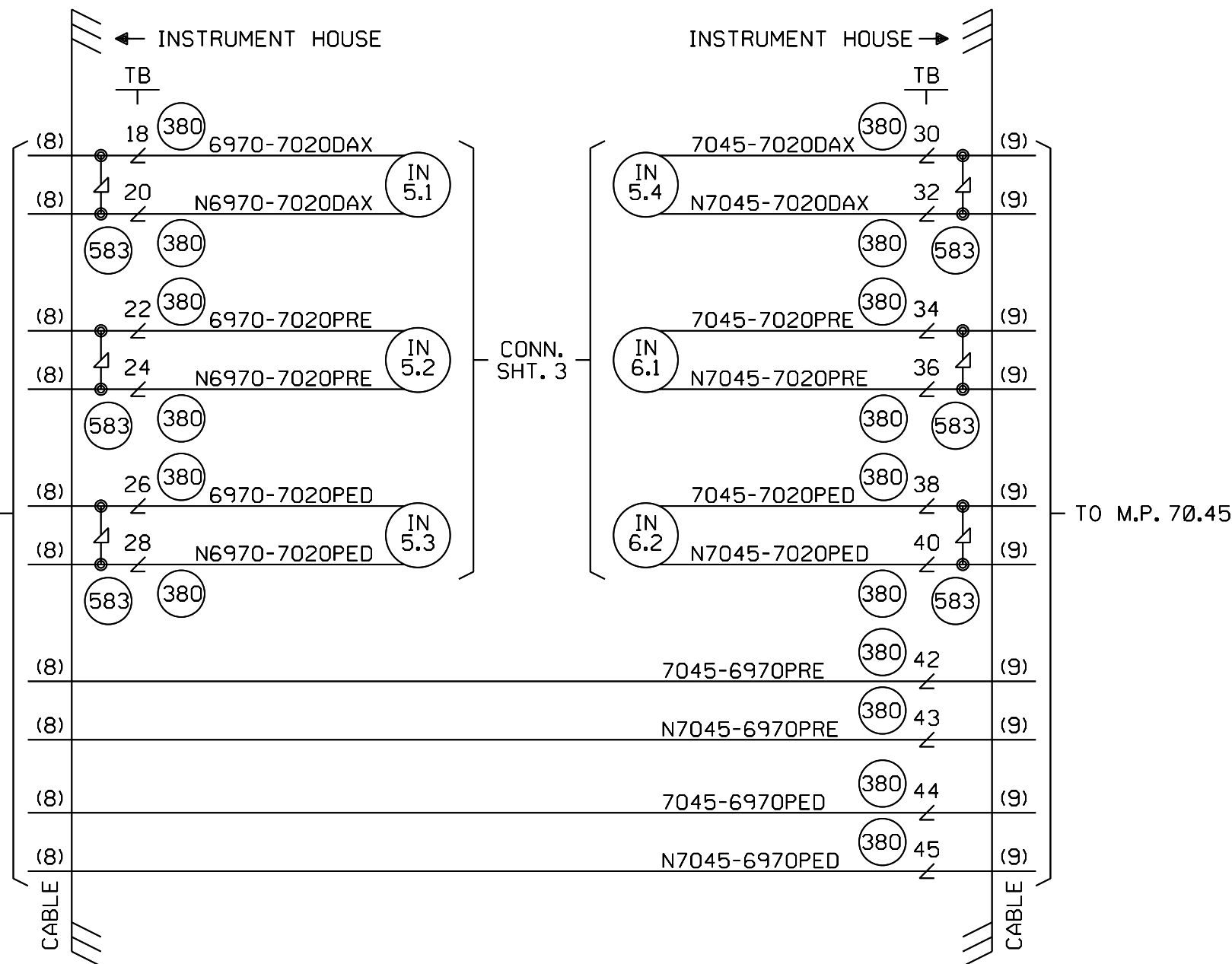
CONSTRUCTION NOTES:

- 1.) THE REMOTE BUNGALOW AT M.P. 71.29 WILL BE  
INSTALLED AS A PART OF THIS PROJECT.
- 2.) REUSE THE EXISTING WAYSIDE SIGNALS AT M.P. 71.29  
AND RELOCATE THE EXISTING WAYSIDE EQUIPMENT TO  
THE NEW REMOTE HOUSE.
- 3.) CHANGE THE FREQUENCY AT CAIN STREET, M.P. 70.45  
TO 86HZ AND ORDER 1 NEW TERMINATION SHUNT (TAB 640).
- 4.) ORDER AND INSTALL THE FOLLOWING EQUIPMENT AT  
CAIN STREET (M.P. 70.45) TO MEET DAXING REQUIREMENTS.  
(1) GCP 4000 (TAB 692)  
(2) TRACK CARDS (\*A80418)  
(2) RIO CARDS (\*A80413)  
(2) SSCC31 CARDS (\*A80405)  
(1) SEAR21 (\*A80410)
- 5.) INSTALL TRACK FILTERS (TAB 729) TO THE  
ELECTROCODE UNITS @ THE FOLLOWING  
LOCATIONS:  
(1) 86 HZ - M.P. 70.45  
(1) 86 HZ - M.P. 71.29
- 6.) THIS PROJECT IS TO BE INSTALLED WITH CAPSTONE  
DRIVE (WO 46135) AND ROCK PRAIRIE ROAD (WO 45819).

NEW SHEET

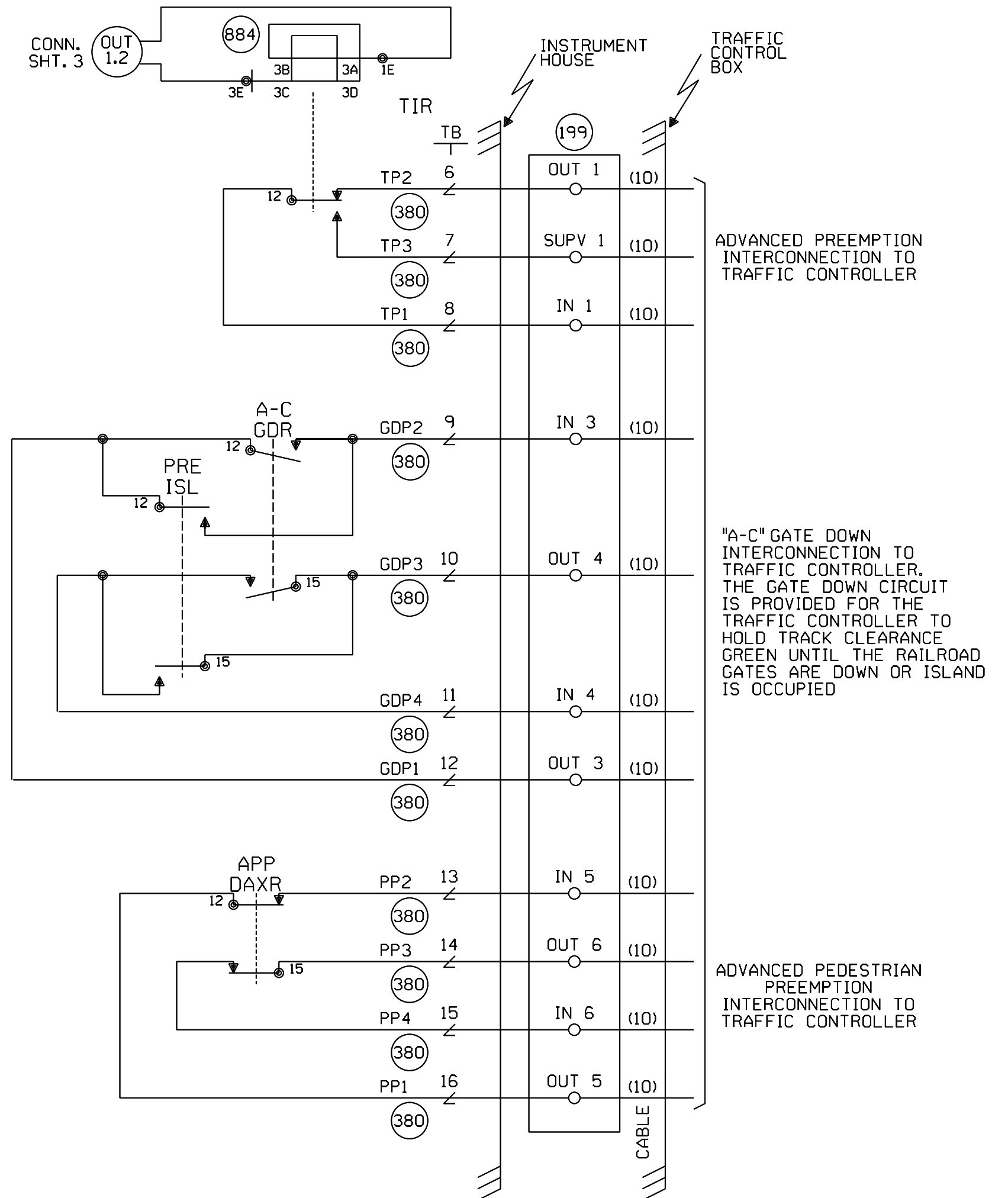
|  |  |                                                                            |  |                             |    |                                                                                                               |                |                                                                                                                                                               |                 |
|--|--|----------------------------------------------------------------------------|--|-----------------------------|----|---------------------------------------------------------------------------------------------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|  |  | Designed: 7/31/18                                                          |  | MODIFICATION LEVEL          |    | CIRCUIT<br>MODIFICATIONS<br>ARE NOT TO BE<br>MADE WITHOUT<br>AUTHORITY FROM<br>THE OFFICE OF<br>SIGNAL DESIGN | Date: 07/31/18 | UNION PACIFIC RAILROAD<br><br>COLLEGE STATION, TEXAS<br>DEACON DRIVE<br>NAVASOTA SUBDIVISION<br><br>Office of Sr AYP Engineering - Signal/TCO Omaha, Nebraska | Sh.: 1          |
|  |  | INSTALL FLASHERS,<br>GATES, CANT AND CWT<br>AT DEACON DRIVE,<br>M.P. 70.20 |  | O. A. LAST LEVEL CHECKED    | DV |                                                                                                               | Des: WIT       |                                                                                                                                                               | DOT 450523V     |
|  |  |                                                                            |  | LAST LEVEL MOD THIS TYPICAL | DV |                                                                                                               | Chk: TLC       |                                                                                                                                                               | MP: 70.20       |
|  |  |                                                                            |  | LAST LEVEL BY DESIGNER      | DV |                                                                                                               | AFE: 46136     |                                                                                                                                                               | ID: 18057020.1X |
|  |  | Rec'd: 1S: WQ: 46136 /TLC /WIT/KPM                                         |  | CHANGED FROM TYPICAL?       | Y  |                                                                                                               |                |                                                                                                                                                               |                 |
|  |  |                                                                            |  | rev 09.23.16 4K 4GTYP.1     |    |                                                                                                               |                |                                                                                                                                                               |                 |





# CABLE TABULATION

CABLE NO. 8 12C \*14 U.G.B.T. HOUSE TO M.P. 69.70  
 CABLE NO. 9 12C \*14 U.G.B.T. HOUSE TO M.P. 70.45  
 CABLE NO. 10 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER



ADVANCED PREEMPTION  
INTERCONNECTION TO  
TRAFFIC CONTROLLER

"A-C" GATE DOWN  
INTERCONNECTION TO  
TRAFFIC CONTROLLER.  
THE GATE DOWN CIRCUIT  
IS PROVIDED FOR THE  
TRAFFIC CONTROLLER TO  
HOLD TRACK CLEARANCE  
GREEN UNTIL THE RAILROAD  
GATES ARE DOWN OR ISLAND  
IS OCCUPIED

ADVANCED PEDESTRIAN  
PREEMPTION  
INTERCONNECTION TO  
TRAFFIC CONTROLLER

NEW SHEET

|  |  |  |  |                                                                                                                                              |                                                                                                                                             |  |                                                                                                               |                                                      |                                                                                                                                                              |                                                         |
|--|--|--|--|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
|  |  |  |  | Designed: 7/31/18<br>INSTALL FLASHERS,<br>GATES, CANT AND CWT<br>AT DEACON DRIVE,<br>M.P. 70.20<br>Rec'd: W0*: 46136<br>IS: /TLC<br>/WIT/KPM | MODIFICATION LEVEL<br>O. A. LAST LEVEL CHECKED DV<br>LAST LEVEL MOD THIS TYPICAL DV<br>LAST LEVEL BY DESIGNER DV<br>CHANGED FROM TYPICAL? Y |  | CIRCUIT<br>MODIFICATIONS<br>ARE NOT TO BE<br>MADE WITHOUT<br>AUTHORITY FROM<br>THE OFFICE OF<br>SIGNAL DESIGN | Date: 07/31/18<br>Des: WIT<br>Chk: TLC<br>AFE: 46136 | <b>UNION PACIFIC RAILROAD</b><br>COLLEGE STATION, TEXAS<br>DEACON DRIVE<br>NAVASOTA SUBDIVISION<br>Office of Sr AVP Engineering - Signal/TCO Omaha, Nebraska | Sh.: 1A<br>DOT 450523V<br>MP: 70.20<br>ID: 18057020.1AX |
|--|--|--|--|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|



**EXHIBIT F  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit F** will be the form of Public Road Crossing Closure and Removal Agreement

## **CLOSURE AND REMOVAL AGREEMENT PUBLIC ROAD CROSSING**

THIS CLOSURE AND REMOVAL AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad") and CITY OF COLLEGE STATION, a municipal corporation or political subdivision of the State of Texas ("Agency").

### **RECITALS**

In accordance with the terms and conditions of this Agreement, Agency desires to permanently close the existing, at-grade road crossing ("Project") more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Road Crossing").

### **AGREEMENT**

NOW THEREFORE, the parties hereto agree as follows:

1. Agency shall take all actions necessary to vacate all rights that Agency may have in and to Railroad's property in connection with the Road Crossing and to permanently close the Road Crossing. Such Agency actions may include adoption of an ordinance or resolution by Agency's governing body and/or obtaining any required approvals from a public utilities commission or any other applicable governmental entity authorizing and directing the vacation and permanent closure of the Road Crossing.
2. If Agency will be performing any Project work, such work is described on Exhibit B ("Agency Work") and depicted on Exhibit B-1, with both exhibits attached hereto. Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work at the Road Crossing, subject to complying with the terms and conditions of this Agreement.
3. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement (the "CROE Agreement") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.
4. Following completion of the Agency Work, Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("Railroad Work"). Railroad's estimated cost for the Railroad Work is included on Exhibit C and Exhibit C-1 attached hereto ("Estimate") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties

acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.

5. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

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

CITY OF COLLEGE STATION, a  
municipal corporation or political  
subdivision of the State of Texas

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

Exhibit A

Cain Road At-Grade Public Road Crossing  
(DOT No. 743220X)  
Mile Post 70.45 – Navasota Subdivision  
City of College Station, County of Brazos, State of Texas

## Exhibit B

### Railroad Work:

1. Project management.
2. Remove signals.
3. Remove surface between track tie ends.
4. Restore drainage.
5. Final inspection.

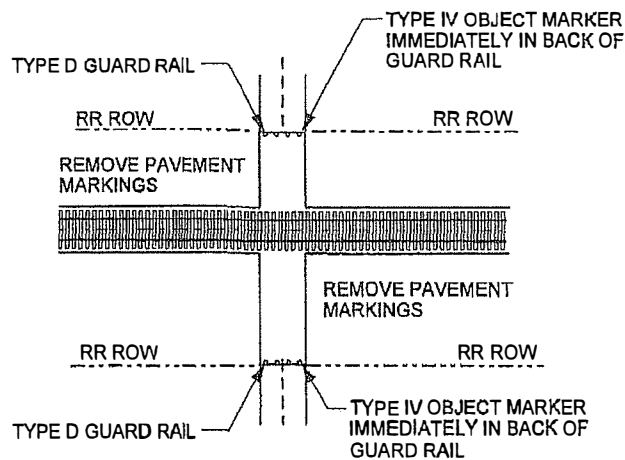
### Agency Work:

1. Install, maintain, repair and renew permanent barricades on both sides of the Road Crossing with such barricades to be located off of Railroad's property and to be in compliance with the plans marked Exhibit B-1, and also all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").
2. Provide and install new advance street signs and pavement markings to indicate that the Road Crossing is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines.
3. Remove all Road Crossing approach surfaces up to the track tie ends.

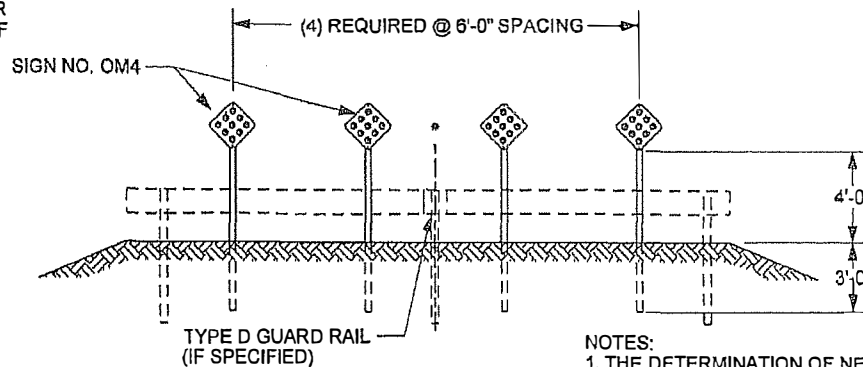
Exhibit B-1

Plans Cover Page

(See attached)



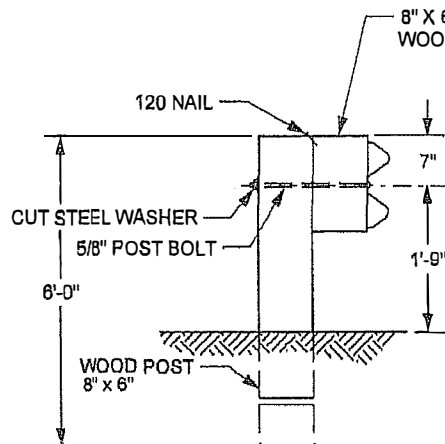
TYPICAL ROAD CLOSED



MOUNTING DETAILS  
TYPE IV OBJECT MARKER - SIGN OM4  
(END OF ROAD OR STREET)

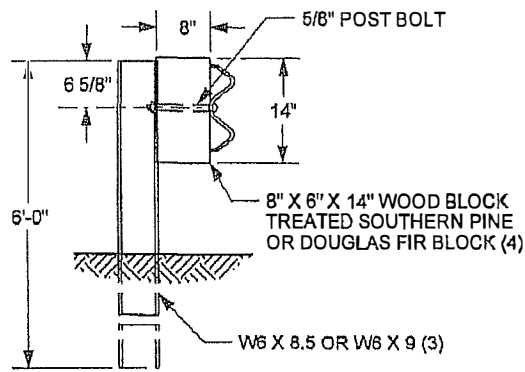
NOTES:

1. THE DETERMINATION OF NEED OF ANY BARRICADES ASSOCIATED WITH THE CLOSURE OF A PUBLIC ROADWAY WILL BE MADE BY THE STATE REGULATORY AGENCY OR THE PUBLIC ROAD AUTHORITY.
2. TYPE IV BARRICADES ARE TO ONLY BE USED WHEN A PUBLIC ROADWAY IS PERMANENTLY CLOSED TO ROADWAY USERS.
3. IT IS PERMISSIBLE TO UTILIZE A TYPE III BARRICADE WHEN SPECIFIED BY THE STATE REGULATORY AGENCY OR THE PUBLIC ROAD AUTHORITY.
4. WHEN SITE CONDITIONS WARRANT, BARRICADES CAN BE LOCATED OTHER THAN AT RIGHT OF WAY LINE WHEN SPECIFIED BY THE STATE REGULATORY AGENCY OR THE PUBLIC ROAD AUTHORITY.
5. POST MAY BE WOOD OR STEEL WITH ONLY ONE MATERIAL ALLOWED WITHIN A SINGLE PROJECT, EXCEPT FOR END TREATMENTS.
6. ALL DIMENSIONS ARE SUBJECT TO MANUFACTURER'S TOLERANCES EXCEPT WHERE ALLOWABLE TOLERANCES ARE SHOWN.
7. SEE PAGE 2 AND 3 FOR MORE DETAILS.



THE CONTRACTOR MAY FURNISH EQUIVALENT SECTIONS FABRICATED FROM MATERIAL MEETING AND IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A769 GRADE 36 OR 40. THE SECTIONS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH THE REQUIREMENTS OF AASHTO M111.

WOOD POST & BLOCK

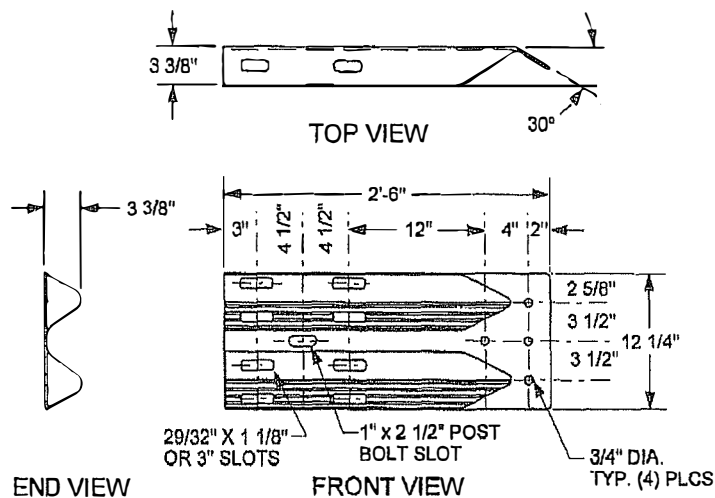


STEEL POST & WOOD BLOCK

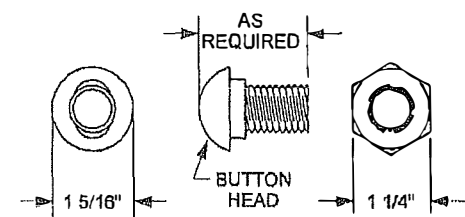
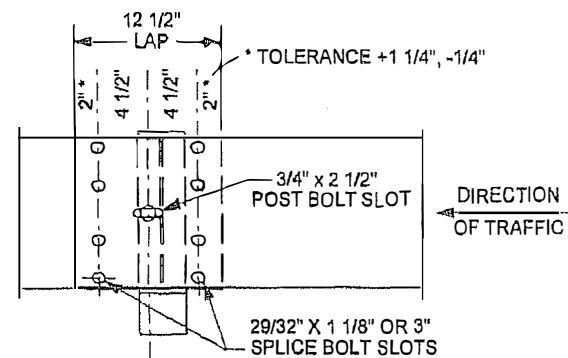
|                                                      |             |
|------------------------------------------------------|-------------|
| UNION PACIFIC RAILROAD<br>ENGINEERING STANDARDS      |             |
| TYPE IV BARRICADE FOR<br>ROAD CROSSING CLOSURE       |             |
| APPROVED: <i>Charles A. Powell</i><br>VP ENGINEERING | STD DWG     |
| ADOPTED: AUG. 14, 2009                               | 0310        |
| REVISD:                                              | PAGE 1 OF 3 |
| FILE NO.: 0310                                       |             |



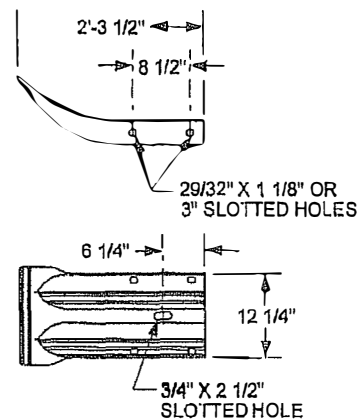




**TERMINAL CONNECTOR**



OVAL SHOULDER SHALL BE OF ADEQUATE HEIGHT, LENGTH & SHAPE TO PREVENT TURNING DURING INSTALLATION OR REMOVAL OF BOLT.



|                                                                                                                                                                                                 |                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>UNION PACIFIC RAILROAD<br/>ENGINEERING STANDARDS</b>                                                                                                                                         |                                       |
| <b>TYPE IV BARRICADE FOR<br/>ROAD CROSSING CLOSURE</b>                                                                                                                                          |                                       |
|  APPROVED: <i>Paul O'Connell</i><br>VP ENGINEERING<br>ADOPTED: AUG. 14, 2009<br>REVISED:<br>FILE NO.: 0310 | STD DWG<br><b>0310</b><br>PAGE 3 OF 3 |

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STD DWG  
0310  
PAGE 3 OF 3

Exhibit C

Estimate Cover Page

(See attached)

**SUMMARY OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD COMPANY  
FOR THE  
CITY OF COLLEGE STATION, TEXAS**

DESCRIPTION OF WORK: UPRR to remove existing crossing surface and signals and restore ditch lines in UPRR ROW.

**LOCATION: DOT# 743220X, Cain Rd, College Station      STATE: Texas      DATE: June 17, 2021**

| <u>DESCRIPTION</u>                                            | <u>LABOR</u>    | <u>MATERIAL</u> | <u>TOTAL</u>    |
|---------------------------------------------------------------|-----------------|-----------------|-----------------|
| <u>FLAGGING SERVICES</u>                                      |                 |                 |                 |
|                                                               | \$0             |                 | \$0             |
| <u>ENGINEERING &amp;<br/>CONSTRUCTION UPRR FORCE<br/>WORK</u> | \$25,000        |                 | \$25,000        |
| <u>TOTAL PROJECT</u>                                          | <u>\$25,000</u> |                 | <u>\$25,000</u> |

EXISTING REUSABLE MATERIAL – NONE

SALVAGE NONUSABLE MATERIAL - NONE

**TOTAL ESTIMATED COST OF PROJECT LESS CREDITS: \$25,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OF DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, CITY OR ITS CONTRACTOR WILL BE BILLED FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

## Exhibit D

### Reimbursement Method

Agency agrees to reimburse Railroad for One Hundred Percent (100%) of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.

**August 12, 2021**  
**Item No. 8.1.**  
**City of College Station 2021 advertised ad valorem tax rate**

**Sponsor:** Mary Ellen Leonard, Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action on the City of College Station 2021 advertised ad valorem tax rate of \$0.534618 per \$100 valuation resulting in an increase in tax revenues.

**Relationship to Strategic Goals:**

Good Governance  
Financial Sustainability  
Core Services & Infrastructure  
Neighborhood Integrity  
Diverse & Growing Economy  
Improving Mobility  
Sustainable City

**Recommendation(s):** Hold public hearing and receive citizen input on the tax rate; and adopt tax rate.

**Summary:** The governing body of a taxing unit may not adopt a tax rate that exceeds the lower of the voter-approval rate or the no-new-revenue tax rate until the governing body has held a public hearing on the proposed tax rate. The City Council must vote on the proposed tax rate. Following the public hearing, the City Council must announce the meeting date, time and place to adopt the tax rate.

The tax rate that the City Council announced it would hold the public hearings on is \$0.534618 per \$100 assessed valuation. There is no increase in the tax rate from the 2020 tax rate proposed.

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The City Council will vote on the tax rate on Thursday, August 12 at 6:00 PM.

**Budget & Financial Summary:** The public hearing tax rate of \$0.534618 per \$100 assessed valuation will generate \$55,327,071 in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

**Attachments:**

None

**August 12, 2021**

**Item No. 8.2.**

**Ordinance adopting the City of College Station 2021-2022 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.**

**Sponsor:** Mary Ellen Leonard, Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2021-2022 Budget; and presentation, discussion, possible action ratifying the property tax revenue increase reflected in the budget.

**Relationship to Strategic Goals:**

Good Governance  
Financial Sustainability  
Core Services & Infrastructure  
Neighborhood Integrity  
Diverse & Growing Economy  
Improving Mobility  
Sustainable City

**Recommendation(s):** Staff recommends the City Council approve the ordinance adopting the proposed 2021-2022 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

**Summary:** There are two actions in this agenda item.

First is the consideration of the 2021-2022 proposed budget. The City Council received the proposed budget on July 8, 2021, and held budget workshops on July 19th and July 20th. The City Council held a public hearing on the proposed budget on July 27th. The charter requires that the City Council adopt a budget no later than September 27th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the

previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year of approximately \$2,639,000.

The proposed tax rate is \$0.534618 per \$100 assessed valuation which is no increase over the FY21 tax rate.

**Budget & Financial Summary:** The following is an overall summary of the proposed budget with workshop revisions.

|                                     |               |
|-------------------------------------|---------------|
| Subtotal Operation and Maintenance: | \$282,167,999 |
| Subtotal Capital:                   | 71,835,412    |
| Total Proposed Budget:              | \$354,003,411 |

**Attachments:**

1. Appendix A1 - FY21 Budget Adoption Ordinance



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING A BUDGET FOR THE 2021 - 2022 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.**

**WHEREAS**, a proposed budget for the fiscal year October 1, 2021, to September 30, 2022, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

**WHEREAS**, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

**PART 1:** That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

**PART 2:** That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.

**PART 3:** The governing body, the City Council, has authorized the City Manager, through the budget ordinance, to assign fund balance. Assignments, unlike commitments, are not permanent and a formal action is not required for the removal of an assignment. Finally, assignments may not result in a deficit in Unassigned Fund Balance. Assigned Fund Balance includes amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.

**PART 4:** That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$100,000 or less; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

**PART 5:** That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the General Fund and within any other fund of the City and to authorize transfers of Contingent Appropriations within a fund up to an amount equal to expenditures that are \$100,000 or less.

**PART 6:** That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly

designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2020-21 Fiscal Year Fleet and Equipment Replacement Funds, and technology related hardware and software as set out in Attachment "A" to this Ordinance.

**PART 7:** That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute all contracts and documents authorizing the payment of funds and to expend public funds for expenditures related to the Enterprise Resource Planning (ERP) System; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract documents. Expenditures must be appropriated from available funds. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

**PART 8:** That this ordinance shall become effective immediately after passage and approval.

**PASSED AND APPROVED THIS 12TH DAY OF AUGUST, 2021.**

**APPROVED:**

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Mayor

**ATTEST:**

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City Secretary

**APPROVED:**

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City Attorney

**August 12, 2021**

**Item No. 8.3.**

**Ordinance adopting the City of College Station 2021-2022 ad valorem tax rate of \$0.534618 per \$100 assessed valuation, the debt service portion being \$0.216442 per \$100 assessed valuation and the operations and maintenance portion being \$0.318176 per \$100 assessed valuation.**

**Sponsor:** Mary Ellen Leonard, Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on approval of an ordinance adopting the City of College Station 2021-2022 ad valorem tax rate of \$0.534618 per \$100 assessed valuation, the debt service portion being \$0.216442 per \$100 assessed valuation and the operations and maintenance portion being \$0.318176 per \$100 assessed valuation.

**Relationship to Strategic Goals:**

Good Governance  
Financial Sustainability  
Core Services & Infrastructure  
Neighborhood Integrity  
Diverse & Growing Economy  
Improving Mobility  
Sustainable City

**Recommendation(s):** Staff recommends Council adopt the effective tax rate of \$0.534618 per \$100 assessed valuation.

**Summary:** On August 3rd, the City Council discussed the tax rate and called a public hearings on a tax rate of \$0.534618. There is no increase from the current tax rate.

The tax rate must be adopted as two separate components – one for Operations and Maintenance and one for Debt Service.

\$0.318176 O&M  
\$0.216442 Debt Service  
\$0.534618 Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate: \$0.534618  
No New Revenue Tax Rate: \$0.518885  
Voter Approved Tax Rate: \$0.562519

Proposed Tax Rate: \$0.534618

**Budget & Financial Summary:** The proposed tax rate of \$0.534618 per \$100 assessed valuation will generate approximately \$55.3 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

**Attachments:**

1. Appendix A2 - FY22 Tax Rate Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2021-22 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.**

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

**SECTION 1.** That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2021-22 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of fifty-three and forty-six hundredths and eighteen thousand cents (\$0.534618) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), thirty-one and eighty-one hundred and seventy-six thousand cents (\$.318176) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), is twenty-one and sixty-four hundred and forty-two thousand cents (\$.216442) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

**SECTION II.** All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

**SECTION III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.01.**

**SECTION IV.** That this ordinance shall take effect and be in force from and after its passage.

**PASSED AND APPROVED THIS 12TH DAY OF AUGUST, 2020.**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED:**

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

**August 12, 2021**

**Item No. 8.4.**

**Resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas**

**Sponsor:** Mary Ellen Leonard, Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

**Relationship to Strategic Goals:**

Good Governance  
Financial Sustainability  
Core Services & Infrastructure  
Neighborhood Integrity  
Diverse & Growing Economy  
Improving Mobility  
Sustainable City

**Recommendation(s):** Staff recommends the City Council approve the resolution adopting the Fees, Rates and Charges for Fiscal Year 2022.

**Summary:** All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Each year with the budget the Council adopts a new resolution to keep the fees, rates, and charges current. Ordinance sections that require revision or updating are included as separate items.

**Budget & Financial Summary:** Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2022 budget document at Appendix D.

**Attachments:**

1. FY 21-22 Fee Resolution Final 8-12-21 Clean
2. Fee Resolution Summary for Council - 08.12

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND RESOLUTIONS AND AMENDMENTS.**

**WHEREAS**, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

**WHEREAS**, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

**PART 1:** That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, “Fees, Rates and Charges”**.

**PART 2:** That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

**PART 3:** That the City Council hereby repeals all prior resolutions and amendments establishing any fees, rates or charges as are established in **Exhibit A, “Fees, Rates and Charges”**.

**PART 4:** That this resolution shall become effective immediately after passage and approval.

**ADOPTED this 12<sup>th</sup> day of August, 2021.**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

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



**EXHIBIT A**  
**FEES, RATES AND CHARGES**

**CHAPTER 2: ADMINISTRATION**

**1. Article V. Finance**

**Division 2. Fees, Rates and Charges**

**a. Sec. 2-118. Service fees.**

**i. Service fees established.**

- 1. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as \$3.00 per transaction.**
- 2. Returned check fee to pay any amount - \$25.00**
- 3. Credit Card Charge Back Fee - \$25.00**
- 4. Notary Public fee per document - \$6.00**

**b. Sec. 2-119. Police Department Services.**

- i. Police Escorts. \$50.00 per hour per each officer.**
- ii. Livestock Permit Fee. – \$35.00**

**c. Sec. 2-120. Fire Department Services**

- i. Requests for incident reports prepared by the Fire Department.**
- ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.**
- iii. Fire Department inspections of day care centers. - \$50.00**
- iv. Fire Department inspections of foster homes. - \$30.00**
- v. Fire Department inspections of nursing home facilities. - \$150.00**
- vi. Fire Department inspections of health care facilities. - \$150.00**
- vii. Alternative Fire Suppression Systems - \$100**
- viii. Addition of a controlled access system tested that are tied into the fire alarm systems - \$100**
- ix. Fire Department inspections of automatic fire alarm systems. \$100.00 for up to 25 devices. Additional devices after are \$2.00 per device. Any additional inspections are \$75.00 per hour with a 2-hour minimum paid in advance. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes will be permitted per building up to 4 floors.**
- x. Fire Department testing of underground fire lines. - \$150.00**
- xi. Fuel tank testing performed by the Fire Department. - \$100.00**
- xii. Fuel line leak testing performed by the Fire Department. - \$100.00**
- xiii. Fire sprinkler system testing performed by the Fire Department. \$125.00 for up to 100 heads. Additional heads after 100 are \$1.00 per head. Any additional inspection on the same system is \$125.00 per inspection. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes are permitted per building up to 4 floors.**

- xiv. Fire Department inspections of a hospital- **\$250.00**
  - xv. Annual life safety inspections, after the second re-inspection a **\$150** re-inspection fee will be assessed on each inspection thereafter.
  - xvi. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **\$500.00** and Ten Day Residential Burn Permit - **\$50.00**
  - xvii. Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **\$75.00 per hour, per inspector with a two-hour minimum charge.**
  - xviii. Fire Department Stand by for special events **\$50 per hour per person (2 person minimum)**
  - xix. The provision of emergency medical services basic life support (BLS) with transportation. - **\$1,200.00** base fee plus **\$19.00** per loaded mile
  - xx. The provision of emergency medical services advanced life support (ALS1) with transportation. - **\$1,400.00** base fee plus **\$19.00** per loaded mile
  - xxi. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation. - **\$1,650.00** base fee plus **\$19.00** per loaded mile
  - xxii. The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility. - **\$1,700.00** base fee plus **\$19.00** per loaded mile
  - xxiii. The provision of fire and emergency medical services for non-residents without transportation. - **\$250.00**
  - xxiv. Administrative fees and reimbursement fees for supplies and medications.
    - 1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged a **\$130.00** supply fee to cover oxygen costs.
    - 2. The provision of BLS services with transportation shall be charged a **\$200.00** supply fee to cover single patient use items.
    - 3. The provision of ALS1 or ALS2 services with transportation shall be charged a **\$400.00** supply fee to cover single patient use items.
  - xxv. Hazardous Materials incidents
    - 1. Level I response - Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.  
\$300 per hour with a 1-hour minimum plus consumables at market value.
    - 2. Level II response - Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decontamination center. \$600 per hour with a 2-hour minimum plus consumables at market value.
- d. **Sec. 2-122. Planning and Development Services Department.**

The development application and permit fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

i. Building permit fees for structures requiring a building permit:

1. Building Permit Fee Schedule

| <b><u>Estimated Commercial Construction Valuation</u></b> | <b><u>Permit Fee</u></b>                                                                                                                |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| \$0 to \$50,000                                           | \$32.00 for the first \$1,000 valuation plus \$5.40 for each additional \$1,000 valuation or fraction thereof up to \$50,000 valuation  |
| \$50,001 to \$100,000                                     | \$298 for the first \$50,000 valuation plus \$4.35 for each additional \$1,000 valuation or fraction thereof up to \$100,000 valuation  |
| \$100,001 to \$500,000                                    | \$515 for the first \$100,000 valuation plus \$3.25 for each additional \$1,000 valuation or fraction thereof up to \$500,000 valuation |
| \$500,001 and up                                          | \$1,814 for the first \$500,000 valuation plus \$2.15 for each additional \$1,000 valuation thereafter                                  |
|                                                           |                                                                                                                                         |
| <b><u>Residential Permit Type</u></b>                     | <b><u>Permit Fee</u></b>                                                                                                                |
| New Single Family or Duplex Building                      | \$0.60 per square foot                                                                                                                  |
| New Multifamily Building                                  | \$0.37 per square foot                                                                                                                  |
| Single Family or Duplex (Remodel and Addition)            | \$0.60 per square foot ( \$102 minimum)                                                                                                 |
| Multifamily Remodel or Addition                           | \$0.37 per square foot (\$102 minimum)                                                                                                  |
| Residential Accessory: Living Quarters or Pool House      | \$0.60 per square foot (\$102 minimum)                                                                                                  |
| Residential Accessory (All Other)                         | \$0.45 per square foot ( \$51 minimum)                                                                                                  |

2. Re-inspection fee. - \$106.00

ii. Electrical permit fees.

1. Repair and alteration electrical permit. - **\$43.00**

2. Residential electrical permit. – **\$43.00** minimum base fee for the first 1,000 square feet of the building area plus **\$0.02** per square foot over 1,000 square feet
3. Commercial electrical permit. - **\$43.00** minimum base fee for the first 1,000 square feet of the building area plus **\$0.02** per square foot over 1,000 square feet.
4. Temp Poles base fee **\$32.00** (Bryan Texas Utilities); **\$32.00** (Entergy); **\$81.00** base fee plus connection fee (College Station Utilities)
5. Re-inspection fee. - **\$106.00**
- iii. Mechanical permit fees.
  1. Residential and Multifamily Mechanical permit. - **\$43.00.** minimum base fee for the first 1,000 square feet of the building area, plus **\$0.02** per square foot over 1,000 square feet
  2. Commercial Mechanical and Mechanical Change-out permits-**\$ 32.00** minimum base fee for the first **\$ 1,000** valuation plus **\$5.40** for each additional \$1,000 valuation, or fraction thereof.
  3. Re-inspection fee. - **\$106.00**
  4. Residential Mechanical Change Out permit - **\$76.00**
- iv. Plumbing permit fees.
  1. Basic plumbing permit. - **\$32.00** base fee
  2. Plumbing fixtures - **\$5.40** each
  3. Gas permit.
    - a. Base fee. - **\$32.00**
    - b. Gas Piping. - **\$5.40** up to four gas outlets, **\$1.10** for each outlet over four
  4. Re-inspection fee. - **\$106.00**
- v. Lawn sprinkler permit fees.
  1. Lawn sprinkler irrigation permit. - **\$32.00**
  2. Re-inspection fee. - **\$106.00**
- vi. Miscellaneous permit fees.
  1. Demolition permit. - **\$54.00**
  2. Moving permit. - **\$108.00**
  3. Vent hood permit - **\$76.00**
  4. Walk-in cooler permit - **\$76.00**
  5. Location permit. - **\$4.00**
  6. Commercial Solar panels. **\$661.00**
  7. Residential Solar panels. - **\$559.00**
  8. Commercial Roof permit. - **\$153.00**
  9. Multifamily Roof permit. - **\$153.00**
  10. Residential Roof permit. - **\$76.00**
  11. **Pool Permit.** - (see Building Permit Fee Schedule)
  12. Window Replacements. - **\$102.00**
- vii. Contractor registration fee. - **\$65.00**
- viii. Oil and gas development application fees.
  1. Application fee. - **\$6,565.00**
  2. Annual permit renewal fee. - **\$2,188.00**

3. Abandonment fee. - **\$2,188.00**
4. Consultant fee. - **Contracted Fee**
5. Contract inspector fee. – **Contracted Fee**
6. Road maintenance agreement fee. - **As Calculated**
7. Seismic survey permit fee. – **\$5,470.00**
- ix. Municipal Utility District fees.
  1. Fee to process petition to create district. - **\$32,780.00**
  2. Fee to process petition to acquire or annex land. - **\$32,780.00**
  3. Infrastructure plan review and inspection fee (Including ETJ). – **1.6% of infrastructure cost ( \$650.00 minimum)**
- x. After hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **\$80.00 per hour, per inspector with a two-hour minimum charge.**
- xi. Planning and Development Services Fees as Authorized by Appendix A-12-3.2- C-3.
  1. Administrative Adjustment - **\$108.00**
  2. Alternative Parking Plan - **\$108.00**
  3. Banner Permit - **\$227.00**
  4. Comprehensive Plan Amendment - **\$1,343.00**
  5. Conditional Use Permit - **\$1,343.00**
  6. Construction Board of Adjustments - **\$552.00**
  7. Design Review Board - **\$412.00**
  8. Development Permit/Public Infrastructure Review and Inspection Fee - **(1.6%) of infrastructure cost ( \$650.00 minimum)**
  9. Re-inspection Fee (applies to all inspection types) - **\$106.00**
  10. Final Plat or Development Plat - **\$1,072.00**
  11. Final plat (minor or amending) - **\$812.00**
  12. License to Encroach - **\$877.00**
  13. PDD Amendment - Staff Review Only - **\$206.00**
  14. PDD Amendment - P&Z/Council Review - **\$368.00**
  15. Private Improvement in the Public R-O-W (PIP) Permit - **\$412.00**
  16. Portable Storage Container Permit Fee - **\$54.00**
  17. Preliminary Plan - **\$1,072.00**
  18. Rezoning (Including PDD and P-MUD) - **\$1,343.00**
  19. R-O-W/Easement Abandonment - **\$812.00**
  20. Sign Permit (except for banners) - **\$165.00**
  21. Site Plan - **\$1,072.00**
  22. Minor Site Plan - **\$412.00**
  23. Waiver or Variance – Subdivision Regulations - **\$271.00**
  24. Written Interpretation - **\$130.00**
  25. Zoning Board of Adjustment - **\$412.00**
  26. Zoning Letter - **\$108.00**
  27. Non-Residential Architectural (NRA) Review\* - **\$412.00**  
\*Excludes existing projects involving painting only
  28. Returned Check Fee - **\$25.00**
  29. Tent permit. – (see Building Permit Fee Schedule)

**FEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF  
ORDINANCES:**

**CHAPTER 6: ANIMALS**

**1. Article I. In General**

**a. Sec. 6-116(1). Requirements for owner of a dangerous dog.**

- i.** Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **\$500.00** for the first year and a **\$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **\$500.00** shall be assessed as established in Section 2-117.

**b. Sec. 6-150(c). Rabbits.**

- i.** Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **\$35.00**

**c. Sec. 6-151(c). Ferrets.**

- i.** Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **\$35.00**

**CHAPTER 8: BUSINESSES****1. Article III. Credit Access Businesses****Division 2. Registration****a. Sec. 8-81. Required.**

- i. A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **\$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

**2. Article IV. Gravediggers****Division 2. License****a. Sec. 8-145. Gravediggers.**

- i. A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **\$100.00**. Each licensee must pay a yearly renewal fee of **\$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

**3. Article V. Home Solicitation and Itinerant Vendors****Division 2. Home Solicitor Registration****a. Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.**

- i. Application filed under this section must be accompanied by a nonrefundable registration fee of **\$50.00**.
- ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **\$25.00**.
- iii. Identification badge fee - **\$10.00**.

**b. Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.**

- i. If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **\$10.00** duplicate badge fee.

**Division 3. Itinerant Vendor Permit****c. Sec. 8-235(d). Required; application.**

- i. An application for an I-Vendor permit shall be accompanied by a fee of **\$54.00**

**4. Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events**  
**Division 2. Permit**

**a. Sec. 8-296. Fees.**

- i. Application. The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption.  
- **\$217.00**
- ii. Re-inspection fee. If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of **\$54.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

**5. Article VII. Secondhand Dealers**  
**Division 2. Permit**

**a. Sec. 8-361(a). Issuance, fee.**

- i. Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

**6. Article VIII. Mobile Food Vendors**  
**Division 2. Permit**

**a. Sec. 8-418. Permit fee.**

- i. The application fee for a mobile food vendor permit shall be **\$542.00**. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
- ii. Upon renewal, the applicant must provide a new complete application, payment of a **\$271.00** renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
- iii. The application fee for a concession cart shall be **\$271.00** for initial application, and a renewal fee of **\$108.00**

**7. Article IX. Northgate Outdoor Dining and Entertainment**  
**Division 2. Permit**

**a. Sec. 8-475. Application fee.**

- i. Applicants for peak period must pay a non-refundable permit application fee of **\$379.00** plus **\$2.15** per square foot of permitted area when the original permit



application is submitted to the City and a non-refundable permit application fee of **\$190.00** plus **\$2.15** per square foot of permitted area for an annual renewal. Non-peak period only permits shall not be assessed a permit fee.

**b. Sec. 8-476(b). Amended Application.**

- i. The applicant must pay a non-refundable amended permit application fee of **\$190.00 plus \$2.15 per square foot** when the amended permit application is submitted to the City.

**8. Article XI. Taxicabs**

**Division 2. Service License**

**a. Sec. 8-588(c). Application.**

- i. Each application shall be accompanied by a non-refundable license fee of **\$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

**Division 3. Driver Permit**

**b. Sec. 8-619(b). Fee generally; issuance; term.**

- i. The annual fee for driver's permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

**c. Sec. 8-620. Term; expiration; renewal.**

- i. The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

**Division 4. Vehicle Permit**

**d. Sec. 8-650. Fees.**

- i. The annual fee for vehicle permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.
- ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **\$50.00**

**e. Sec. 8-654. Reinstatement of suspended permit; fee.**

- i.** Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **\$5.00**.

**9. Article XII. Pedicabs**

**Division 2. License and Permit**

**Subdivision II. License**

**a. Sec. 8-742. License fee.**

- i.** Each application must be accompanied by a non-refundable license fee **\$50.00**.

**Subdivision III. Permit**

**b. Sec. 8-774(c). Pedicab Permits.**

- i.** Fees. The annual fee for pedicab permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

**c. Sec. 8-775(d). Revocation and suspension of pedicab permit.**

- i.** Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **\$5.00**.

**Division 3. Driver Permit**

**d. Sec. 8-806. Fee.**

- i.** The fee for driver permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

**10. Article XIII. Dockless Bike Share Program**

**a. Sec. 8-824. Fees and Costs.**

- i.** Permit Application Fee. **\$763.00**.
- ii.** Permit Renewal Fee. **\$381.00**.
- iii.** Removal, Impoundment, and/or Relocation Fee. A dockless bike share operator shall be assessed a **\$127.00** for each bike removed, impounded, or relocated.

## **CHAPTER 10: CEMETERIES**

### **1. Article II. City Owned or Maintained Cemeteries**

#### **a. Sec. 10-25(e). Purchase options.**

- i. Price. The price of all spaces in the City cemeteries shall be established As:

| <b>CEMETERY FEES</b>                     |                                     | <b>FY 2021</b>   |
|------------------------------------------|-------------------------------------|------------------|
| 1. College Station Cemetery:             |                                     |                  |
|                                          | Standard Space                      | \$1,450          |
|                                          | Cremate Space                       | \$440            |
|                                          | Infant Space                        | \$220            |
| 2. Memorial Cemetery of College Station: |                                     |                  |
| <b>Municipal Section:</b>                | Standard Space                      | \$1,450          |
|                                          | Columbaria Niche (Single / Double)  | \$825 / \$1445   |
|                                          | Infant Space                        | \$220            |
| <b>Aggie Field of Honor:</b>             | Standard Space                      | \$3,000          |
|                                          | Columbaria Niche (Single / Double)  | \$1,650 / \$3000 |
| 3.                                       | Grave Opening and Closing Fee       | \$150            |
| 4.                                       | Mark the Grave and Set the Monument | \$100            |
| 5.                                       | Memorial Bench Set Fee              | \$100            |
| 6.                                       | Cemetery Deed Filing Fee            | \$34             |

**CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES****1. Article III. Ambulances****Division 2. Permit****a. Sec. 12-79(a). Permit fees, conditions and renewal.**

- i. The fee for the permit required in Section 12-77 shall be **\$500.00 per company and \$150.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying the permit fee and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78, and other documentation required by the EMS Chief.

**2. Article IV. Alarm Systems****a. Sec. 12-113(b). False alarms.**

- i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.
- ii. Police Department Number of False Alarms Fine
  1. 1—3 false alarms **\$0.00**
  2. 4—5 false alarms **\$50.00** for each false alarm
  3. 6—7 false alarms **\$75.00** for false alarm
  4. 8 or more false alarms **\$100.00** for each false alarm
- iii. Fire Department Number of False Alarms
  1. 1—3 false alarms **\$0.00**
  2. 4—5 false alarms **\$85.00** for each false alarm
  3. 6—7 false alarms **\$110.50** for false alarm
  4. 8 or more false alarms **\$145.00** for each false alarm

**CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES****1. Article II. Oil and Gas****Division 2. Production Permits****Subdivision I. In General****a. Sec. 14-58. Permit application generally.**

- i. A permit application shall include Application fee as set by Council resolution established in Section 2-117.

**b. Sec. 14-67(b). Permit period and renewal.**

- i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. **\$6,565.00**
- ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:
  1. Renewal application fee as set by Council resolution established in Section 2-117. **\$2,188.00**

**Subdivision II. Permit Types and Requirements****c. Sec. 14-99(b). Urban permit.**

- i. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:
  1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.
  2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.35** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

**d. Sec. 14-100(a). Rural permit.**

- i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operator's expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

1. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
2. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.35** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

**e. Sec. 14-101. Seismic survey permit.**

- i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. **\$5,470.00**

**Division 3. Other Requirements**

**f. Sec. 14-151(a). Abandonment.**

- i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. **\$2,188.00**

## **CHAPTER 16: FIRE PREVENTION AND PROTECTION**

### **1. Article I. In General**

#### **a. Sec. 16-2(b). Emergency and rescue services.**

- i.** Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

## **CHAPTER 24: LIBRARIES**

### **1. Ch. 24. Libraries**

#### **a. Sec. 24-2. Library fines, fees and other charges.**

- i.** All collections. **\$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.
- ii.** All collections of art prints and sculpture and DVD's, Blue-rays. **\$1.00** per day, with a maximum being the cost to replace the item.
- iii.** Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **\$5.00** non-refundable service charge.
- iv.** Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item.  
– **Cost of the item** plus **\$5.00**.
- v.** Replacement of borrower's card. The initial card for County residents is free of charge. A **\$3.00** fee will be charged to replace a lost card.
- vi.** Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **\$24.00**; such card is valid for one year from the month of purchase.
- vii.** Returned Check Fee is **\$15.00**.
- viii.** Any collection agency fees.



**CHAPTER 28: MUNICIPAL COURT OF RECORD****1. Ch. 28. Municipal Court of Record****a. Sec. 28-1(i). Generally.**

- i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **\$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

**b. Sec. 28-3(b)(3). Juvenile Case Manager / Truancy Prevention & Diversion**

- i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **\$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

**c. Sec. 28-4(c). Municipal Court building security fund.**

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **\$4.90** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

**d. Sec. 28-5(c). Municipal Court technology fund.**

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **\$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

**e. Sec. 28-6(b). Municipal Court child safety fund.**

- i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **\$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

**f. Sec. 28-5(c). Municipal Jury fee.**

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court Jury fee of **\$ .10** in addition to any other fines,

penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

**g. Sec. 28-5(d). Local Consolidation fee.**

Courts are permitted to assess a single dollar amount that is then apportioned to various funds by percentages outlined in the Chapter 134 of the Local Government Code. The Local Consolidation Fee is as follows:

| Local Consolidated Fee (\$14)               |         |        |
|---------------------------------------------|---------|--------|
|                                             |         |        |
| Fund                                        | Percent | Dollar |
| Municipal Court Building Security Fund      | 35      | \$4.90 |
| Local Truancy Prevention and Diversion Fund | 35.7143 | \$5.00 |
| Municipal Court Technology Fund             | 28.5714 | \$4.00 |
| Municipal Jury Fund                         | .7143   | .10¢   |

## **CHAPTER 32: PARKS AND RECREATION**

### **1. Article II. Public Conduct in Parks and Recreational Areas Division**

#### **2. Use Permits**

##### **a. Sec. 32-62(6). Application procedure.**

- i.** Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

### **PARKS & RECREATION DEPARTMENT FY 2021 GENERAL FUND USER FEES**

*Effective January 14, 2021*

| <b>ATHLETIC FIELDS</b>                                                                                                                                                                                                                                            | <b>FY 2021</b>                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| 1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of \$15)                                                                                                                                                                      | \$300 / day                              |
| 2. Athletic Field Rental ~ One (1) Field, Per Hour (Includes Field Redevelopment Fee of \$5)                                                                                                                                                                      | \$40 / hour                              |
| 3. Athletic Field Rental Deposit                                                                                                                                                                                                                                  | Varies                                   |
| 4. Lights for Field Rentals (Per Hour/Per Field)                                                                                                                                                                                                                  | \$30 / hour                              |
| 5. Bee Creek Batting Cage Rental, Per Hour                                                                                                                                                                                                                        | N/A                                      |
| 6. Tournament/Event Rate                                                                                                                                                                                                                                          | Contact Parks and Recreation for Pricing |
| 7. Key Fee (New Annual Fee and Replacement Fee)                                                                                                                                                                                                                   | \$10 each                                |
| 8. TAMU Game Day Parking Fee @ a City Facility Parking Lot (City Hall & Wayne Smith Complex & Crompton Park)                                                                                                                                                      | \$10 / day                               |
| 9. TAMU Game Day Parking Fee – Self Contained RV Unit                                                                                                                                                                                                             | \$50 / day                               |
| <b>~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.</b>                                                                   |                                          |
| <b>~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.</b> |                                          |
| <b>~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.</b>                                                                                                                                              |                                          |

| PAVILION RENTAL DAILY RATES                                                                                                              |  | FY 2021       |                   |
|------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|-------------------|
|                                                                                                                                          |  | Resident Rate | Non Resident Rate |
| 1. Bee Creek (100) / Oaks (40) Pavilions                                                                                                 |  |               |                   |
| Monday – Thursday                                                                                                                        |  | \$200         | \$240             |
| Friday – Sunday, and Holidays                                                                                                            |  | \$250         | \$300             |
| Deposit                                                                                                                                  |  | \$200         | \$200             |
| 2. Central (200) / Bachmann (300) Pavilions                                                                                              |  |               |                   |
| Monday – Thursday                                                                                                                        |  | \$350         | \$360             |
| Friday – Sunday, and Holidays                                                                                                            |  | \$350         | \$420             |
| Deposit                                                                                                                                  |  | \$200         | \$200             |
| 3. John Crompton Park Pavilion (100)                                                                                                     |  |               |                   |
| Monday – Thursday                                                                                                                        |  | \$200         | \$240             |
| Friday – Sunday, and Holidays                                                                                                            |  | \$250         | \$300             |
| Deposit                                                                                                                                  |  | \$200         | \$200             |
| 4. American Pavilion in Veterans Park (500)                                                                                              |  |               |                   |
| Monday – Thursday                                                                                                                        |  | \$350         | \$420             |
| Friday – Sunday, and Holidays                                                                                                            |  | \$400         | \$480             |
| Deposit                                                                                                                                  |  | \$200         | \$200             |
| 5. Dog Park Rentals – (Steeplechase Park and University Park)                                                                            |  | \$150         | \$180             |
| 6. Transfer / Cancellation Fee Per Change                                                                                                |  | \$20          |                   |
| ~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.                                         |  |               |                   |
| ~ Deposits are refundable, less the \$20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date. |  |               |                   |
| ~ ( ) – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.                                  |  |               |                   |

| <b>PERMITS &amp; COMMISSIONS</b>                                                                                                                                              | <b>FY 2021</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Vendor Permit                                                                                                                                                              | \$50           |
| 2. Alcohol Permit                                                                                                                                                             | \$55           |
| ~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.) |                |
| 3. Boot Camp Permit (per time slot selected weekly)                                                                                                                           | \$10 per month |
| 4. Commissions: (Gross Sales minus Sales Tax)                                                                                                                                 |                |
| Food & Drinks                                                                                                                                                                 | 10%            |
| Other Goods                                                                                                                                                                   | 10%            |
| Alcoholic Beverages                                                                                                                                                           | 20%            |

| FY 2021                                                                                                                            |                      |                   |
|------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------|
| WOLF PEN CREEK                                                                                                                     | Resident Rate        | Non Resident Rate |
| 1. Amphitheater Rentals Per Day:                                                                                                   |                      |                   |
| Non Commercial ~ Benefit Rental                                                                                                    | \$1,000              | \$1,200           |
| Professional/Commercial Rentals                                                                                                    | \$1,500              | \$1,800           |
| 2. Green Room Events ~ per hour, 2 hour minimum                                                                                    |                      |                   |
| Non Commercial                                                                                                                     | \$100                | \$120             |
| Commercial                                                                                                                         | \$120                | \$144             |
| 3. The Plaza at Wolf Pen Creek                                                                                                     |                      |                   |
| Rental (Includes Pavilion and Restrooms)                                                                                           | \$200                | \$240             |
| 4. Festival Site Rental                                                                                                            |                      |                   |
| Non-Commercial ~ Benefit Rental                                                                                                    | \$750                | \$900             |
| Private Commercial Rental                                                                                                          | \$1,000              | \$1,200           |
| 5. Amphitheater & Festival Site Rental                                                                                             |                      |                   |
| Non-Commercial ~ Benefit Rental                                                                                                    | \$1,250              | \$1,500           |
| Private Commercial Rental                                                                                                          | \$1,750              | \$2,100           |
| 6. Deposit                                                                                                                         |                      |                   |
| For Green Room, Plaza, or Festival Site                                                                                            | \$200                |                   |
| For Amphitheater                                                                                                                   | \$600                |                   |
| 7. Transfer / Cancellation Fee Per Change                                                                                          | Per Rental Agreement |                   |
| ~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals. |                      |                   |
| ~ A percentage of the gate will be negotiated for commercial events.                                                               |                      |                   |
| ~ Non Commercial is defined as: Non-profit, student, civic or private.                                                             |                      |                   |
| ~ Security deposits are based upon participants/attendees.                                                                         |                      |                   |

## PARKS & RECREATION DEPARTMENT

### FY 2021 REC FUND FEES

*Effective January 14, 2021*

| ADULT SPORTS PER TEAM                                                            | FY 2021       |                   |
|----------------------------------------------------------------------------------|---------------|-------------------|
|                                                                                  | Resident Rate | Non Resident Rate |
| 1. Volleyball (No Field Redevelopment Fee Included)                              |               | \$250             |
| 2. Softball (Inc. \$50/Team Field Redevelopment Fee)                             |               | \$410             |
| 3. KickBall (Inc. \$50/Team Field Redevelopment Fee)                             |               | removed           |
| 3. Adult Team Sports (NoTeam Field Redevelopment Fee)                            |               | \$410             |
| 3. Adult Sports per person fee (\$10 Team Field Redevelopment Fee if applicable) |               | \$75              |
| 4.                                                                               |               | removed           |
| 5. Ultimate Frisbee (per person)                                                 |               | N/A               |
| 6. Tennis Lessons Per Person ( <i>Moved from Instruction</i> )                   | \$90          | \$108             |
| 7. Outside League Field Redevelopment Fee Per Team                               | \$95          | \$114             |
| 8. Outside League Per Game Contract Fee                                          | \$15          | \$18              |
| 9. Transfer/Cancellation/Late Registration Fee                                   |               | \$20              |
| <b><i>Adult sports are registered as a team unless otherwise noted.</i></b>      |               |                   |

| INSTRUCTION FEES PER PERSON                                                                                                                          | FY 2021       |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------|
|                                                                                                                                                      | Resident Rate | Non Resident Rate |
| 1. <i>All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.</i> |               |                   |
| 2. Instruction Class Transfer / Cancellation Fee                                                                                                     |               | \$20              |

| YOUTH SPORTS PER CHILD                          | FY 2021       |                   |
|-------------------------------------------------|---------------|-------------------|
|                                                 | Resident Rate | Non Resident Rate |
| 1. Youth sports without Field Redevelopment fee | \$80          | \$96              |

|                                                                                                         |            |            |
|---------------------------------------------------------------------------------------------------------|------------|------------|
| 2. Youth sports with Field Redevelopment fee (\$10 per child)                                           | \$80       | \$96       |
| 3. Outside League Field Redevelopment Fee Per Child ~ All Sports (based on City tier system per season) | \$15/20/25 | \$18/24/30 |
| 4. Challenger Sports (Basketball, Bowling, Soccer)                                                      | \$15       | \$18       |
| 5. USTA Tennis League                                                                                   | \$100      | \$120      |
| 6. Tennis Lessons                                                                                       | \$90       | \$108      |
| 7. Start Smart Sport, Camps & Clinics                                                                   | \$35       |            |
| 8. Youth Sports Transfer/Cancellation Fee (Per Child)                                                   | \$20       |            |

| AQUATICS PROGRAMS                                                                                       | FY 2021                    |                   |
|---------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
|                                                                                                         | Resident Rate              | Non Resident Rate |
| 1. Swim Lessons                                                                                         |                            |                   |
| 45-Minute Lesson                                                                                        | \$50                       | \$60              |
| 25-Minute Lesson*                                                                                       | \$45                       | \$54              |
| 2. Stroke Clinic                                                                                        | NA                         | NA                |
| 3. Water Fitness (Unlimited Pass)                                                                       | \$100                      |                   |
| 4. Swim Team (No Field Redevelopment Fee)                                                               | \$135 (-\$10 each sibling) |                   |
| 5. Transfer / Cancellation Fee                                                                          | \$20                       |                   |
| * Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length. |                            |                   |
| 6. General Admission Per Person (Ages 3 and Up)                                                         |                            |                   |
| Hallaran                                                                                                | \$3                        |                   |
| Adamson                                                                                                 | \$6                        |                   |
| 7. Discount Pass – 25 Swims                                                                             |                            |                   |
| Hallaran                                                                                                | \$60                       |                   |
| *College Station Pools                                                                                  | \$120                      |                   |
| 8. Family Season Pass (Up to Five Family Members)                                                       |                            |                   |
| Fee for Additional Members in Excess of Five                                                            | \$30 Per Person            |                   |
| Hallaran                                                                                                | \$250                      |                   |

|                                                                              |                                 |       |
|------------------------------------------------------------------------------|---------------------------------|-------|
| *College Station Pools                                                       | \$325                           |       |
| 9. Individual Season Pass                                                    |                                 |       |
| Hallaran                                                                     | \$150                           |       |
| *College Station Pools                                                       | \$200                           |       |
| 10. Pool Rentals                                                             |                                 |       |
| Hallaran: Up to 100 people                                                   | \$250                           | \$300 |
| Adamson: Up to 100 people                                                    | \$375                           | \$445 |
| 101 – 300 people                                                             | \$600                           | \$720 |
| 301 – 600 people                                                             | \$800                           | \$960 |
| Deposit (all Pools)                                                          | \$200                           | \$200 |
| 11. Pool Parties Per Person – (2 Hour Period)                                |                                 |       |
| Pavilion Party (Four-table Limit)                                            | \$20                            |       |
| 12. Junior Lifeguard Program Per Person, Per Session                         | \$75                            |       |
| 13. Lifeguard Training Fee, Per Person                                       | \$150                           |       |
| 14. WSI Class Fee, Per Person                                                | \$150 (or \$200 with Lifeguard) |       |
| 15. Summer Day Camp (CSISD)                                                  | Up to 50% res. rate             |       |
| 16. CPR/First Aid Certification Fee, Per Person                              | \$75                            |       |
| 17. Transfer/Cancellation Fee for Pool Rentals                               | 1/3 of rental fee               |       |
| *College Station Pools passes are valid at all City of College Station pools |                                 |       |

| FY 2021                                                  |                        |                        |
|----------------------------------------------------------|------------------------|------------------------|
| LINCOLN CENTER                                           | Resident Rate          | Non Resident Rate      |
| <b>Programming</b>                                       |                        |                        |
| 1. After School Program:                                 |                        |                        |
| Youth (17 & Under)<br>(Qualifying Families – low income) | \$75/sem.<br>\$45/sem. | \$90/sem.<br>\$54/sem. |
| Transportation Fee (CSISD to LRC)                        | \$45/sem.              |                        |
| 2. Summer Program (Per Session)                          | \$60                   | \$72                   |
| 3. Late Pick-up Fee:                                     |                        |                        |
| 1st Fifteen Minutes                                      | \$5                    |                        |



|                                                          |                      |                     |
|----------------------------------------------------------|----------------------|---------------------|
| Each Additional Minute Thereafter                        | \$1                  |                     |
| 4. Membership Pass      Adult (18 & over)                | \$15/mo.             | \$18/mo.            |
| 5. Non-Member Guest Pass Per Day    (Youth or Adult)     | \$3                  | \$5                 |
|                                                          |                      |                     |
|                                                          |                      |                     |
| <b>Facility Rentals</b>                                  |                      |                     |
| 1. Gym Rentals                                           |                      |                     |
| Deposit                                                  | \$350<br>GOLD<br>GYM | \$400 PURPLE<br>GYM |
| GOLD GYM - Half Court Rental per Hour (4-Hour Maximum)   | \$50/hr.             | \$60/hr.            |
| GOLD GYM - Full Court Rental per Hour (4-Hour Maximum)   | \$75/hr.             | \$90/hr.            |
| GOLD GYM - All Day Usage (More than 4 Hours)             | \$450                | \$540               |
| PURPLE GYM - Half Court Rental per Hour (4-Hour Maximum) | \$60/hr.             | \$72/hr.            |
| PURPLE GYM - Full Court Rental per Hour (4-Hour Maximum) | \$85/hr.             | \$102/hr.           |
| PURPLE GYM - All Day Usage (More than 4 Hours)           | \$460                | \$552               |
| Concession Usage (Gold Gym )                             | \$30                 | \$36                |
| 2. Game Room / Multi-purpose Room Rental                 |                      |                     |
| Deposit                                                  | \$200                |                     |
| Per Hour (4-Hour minimum)                                | \$50/hr.             | \$60/hr.            |
| 3. Community Room Rental                                 |                      |                     |
| Deposit                                                  | \$250                |                     |
| Per Hour (2-Hour minimum)                                | \$75/hr.             | \$90/hr.            |
| Kitchen usage fee                                        | \$25                 | \$30                |
| 4. Activity Room Rental ( Violet, Orchid, Iris)          |                      |                     |
| Deposit                                                  | \$200                |                     |
| Per Hour (2-Hour minimum)                                | \$60/hr.             | \$72/hr.            |
| 5. W.A. Tarrow Covered Basketball Pavilion (100)         |                      |                     |
| Deposit                                                  | \$200                | \$200               |
| Monday – Thursday                                        | \$150                | \$180               |
| Friday – Sunday & Holidays                               | \$200                | \$240               |

|                                 |               |
|---------------------------------|---------------|
| 6. Gym or Room Cancellation Fee | 1/3 of rental |
| 7. After hour rental charge     | \$30          |

| SOUTHWOOD CENTER                                                                |  | FY 2021       |                   |
|---------------------------------------------------------------------------------|--|---------------|-------------------|
|                                                                                 |  | Resident Rate | Non Resident Rate |
| <b>Programming</b>                                                              |  |               |                   |
| 1. Senior Annual Membership Pass                                                |  | \$25          | \$30              |
| 2. Non-Member Guest Pass Per Day                                                |  | \$2           | \$3               |
| <b>Facility Rentals</b>                                                         |  |               |                   |
| 1. Meeting Room Rental, Per Hour, 2 hour minimum                                |  | \$60          | \$72              |
| Deposit*                                                                        |  | \$200         | \$200             |
| 2. Dance/Game Room Rental, Per Hour, 2 hour minimum                             |  | \$75          | \$90              |
| Deposit*                                                                        |  | \$200         | \$200             |
| 3. Whole Facility Rental Per Hour, 2 hour minimum (Excludes Computer Lab)       |  | \$140         | \$168             |
| Deposit*                                                                        |  | \$200         | \$200             |
|                                                                                 |  |               |                   |
|                                                                                 |  |               |                   |
| <i>* Deposits are refundable if the facility is left clean and damage-free.</i> |  |               |                   |

| MEYER COMMUNITY CENTER                              |  | FY 2021       |                   |
|-----------------------------------------------------|--|---------------|-------------------|
|                                                     |  | Resident Rate | Non Resident Rate |
| <b>Programming</b>                                  |  |               |                   |
| 1. Senior Annual Membership Pass                    |  | \$25          | \$30              |
| 2. Non-Member Guest Pass Per Day                    |  | \$2           | \$3               |
| <b>Facility Rentals</b>                             |  |               |                   |
| 1. Deposit - all rooms*                             |  | \$200         |                   |
| 2. Meeting Room Rental, Per Hour, 2 hour minimum    |  | \$60          | \$72              |
| 3. Conference Room Rental, Per Hour, 2 hour minimum |  | \$45          | \$54              |
| 4. Activity Room Rental, Per Hour, 2 hour minimum   |  | \$75          | \$90              |

|                                                                                 |      |      |
|---------------------------------------------------------------------------------|------|------|
| 5. Arts & Crafts Room Rental, Per Hour, 2 hour minimum                          | \$45 | \$54 |
| <i>* Deposits are refundable if the facility is left clean and damage-free.</i> |      |      |

| LICK CREEK NATURE CENTER                         |  | FY 2021       |                   |
|--------------------------------------------------|--|---------------|-------------------|
|                                                  |  | Resident Rate | Non Resident Rate |
| <b>Facility Rentals</b>                          |  |               |                   |
| 1. Deposit - all rooms*                          |  | \$200         |                   |
| 2. Meeting Room Rental, Per Hour, 2 hour minimum |  | \$100         | \$120             |
| 3. Outdoor Classroom, Per Hour, 2 hour minimum   |  | \$35          | \$42              |
| 4. Amphitheater, Per Hour, 2 hour minimum        |  | \$35          | \$42              |

**CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES****1. Article I. In General****a. Sec. 34-2(c). Encroachments upon easements.**

- i. Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **\$877.00**

**b. Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.**

- i. Any application shall be processed for a fee of **\$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

**2. Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair****a. Sec. 34-36(b). Driveways.**

- i. The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records.

**3. Article III. Right-of-Way Use****Division 2. Permit****a. Sec. 34-100. Fee.**

- i. The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **\$412.00**

**b. Sec. 34-102(14). Conditions.**

- i. If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **\$35.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

**4. Article IV. Utility Right-of-Way Use**  
**Division 2. Registration and Construction Permits**  
**Subdivision II. Construction Permits**

**a. Sec. 34-190(b). Generally.**

- i.** The registration fee of **\$50.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.
- ii.** The construction permit fee of **\$850.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

**5. Article V. Parades and Motorcades**  
**Division 2. Permit**

**a. Sec. 34-248. Fee.**

- i.** Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **\$108.00**

**CHAPTER 38: TRAFFIC AND VEHICLES****1. Article II. Stopping, Standing and Parking****Division 3. Northgate Area and Remote Pay Systems Areas****a. Sec. 38-106. Northgate Promenade Parking Lot and Remote Pay System Parking Lot fee schedule**

1. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street or any other City owned parking lot by remote pay system parking. Per hour fee up to **\$10.00** per hour.
2. Special event fee up to **\$50.00** per day.
3. Game day fee up to **\$50.00** per day.

**b. Sec. 38-107. Northgate Parking Garage fee schedule.**

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.
  1. Per hour fee up to **\$5.00** per hour.
  2. Lost ticket fee up to **\$50.00** per day.
  3. Special event fee up to **\$50.00** per day.
  4. Game day fee up to **\$50.00** per day.
- ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.
  1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **\$2,000.00** annually, or up to **\$700.00** per semester or up to **\$200.00** per month.
  2. Daytime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month.
  3. Charge a non-refundable administrative fee up to **\$50.00** upon execution of a license agreement to park in the garage.
  4. Nighttime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month

**c. Sec. 38-108. Northgate and Remote Pay System on-street parking fee schedule.**

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter or remote pay system area anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North or in any remote pay system area in the City..
  1. Per hour fee up to **\$10.00** per hour.
  2. Special event fee up to **\$50.00** per day.
  3. Game day fee up to **\$50.00** per day.

## **CHAPTER 40: UTILITIES**

### **1. Article I. In General**

- a.** Sec. 40-3(c). Creation of municipal utility districts.
  - i.** Reimbursement for expenses.
    - 1.** Petition to create district. Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **\$32,780.00**
    - 2.** Petition to annex or acquire land. To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **\$32,780.00**
    - 3.** Infrastructure plan review and inspection fee. The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. - **1.6%** of infrastructure cost ( **\$650.00 minimum**)

**b. Sec. 40-4. Roadway Maintenance Fee.****LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE**

|                      | <b>ITE<br/>Land<br/>Use<br/>Code</b> | <b>Land Use<br/>Category</b>                     | <b>Develop.<br/>Unit</b> | <b>Veh-Mi<br/>Per<br/>Dev-<br/>Unit</b> | <b>Trip<br/>Gen<br/>Rate<br/>(PM)</b> | <b>Pass- by<br/>Rate</b> | <b>Pass-by<br/>Source</b> | <b>Trip<br/>Rate</b> | <b>Adj.<br/>Trip<br/>Length<br/>(mi)</b> |
|----------------------|--------------------------------------|--------------------------------------------------|--------------------------|-----------------------------------------|---------------------------------------|--------------------------|---------------------------|----------------------|------------------------------------------|
| PORT AND<br>TERMINAL | 030                                  | Truck<br>Terminal                                | Acre                     | 26.20                                   | 6.55                                  |                          |                           | 6.55                 | 4.00                                     |
| INDUSTRIAL           | 110                                  | General Light<br>Industrial                      | 1,000 SF<br>GFA          | 3.88                                    | 0.97                                  |                          |                           | 0.97                 | 4.00                                     |
| INDUSTRIAL           | 120                                  | General<br>Heavy<br>Industrial                   | 1,000 SF<br>GFA          | 2.72                                    | 0.68                                  |                          |                           | 0.68                 | 4.00                                     |
| INDUSTRIAL           | 130                                  | Industrial<br>Park                               | 1,000 SF<br>GFA          | 3.40                                    | 0.85                                  |                          |                           | 0.85                 | 4.00                                     |
| INDUSTRIAL           | 150                                  | Warehousing                                      | 1,000 SF<br>GFA          | 1.28                                    | 0.32                                  |                          |                           | 0.32                 | 4.00                                     |
| INDUSTRIAL           | 151                                  | Mini-<br>Warehouse                               | 1,000 SF<br>GFA          | 1.04                                    | 0.26                                  |                          |                           | 0.26                 | 4.00                                     |
| RESIDENTIAL          | 210                                  | Single-Family<br>Detached<br>Housing             | Dwelling<br>Unit         | 4.00                                    | 1.00                                  |                          |                           | 1.00                 | 4.00                                     |
| RESIDENTIAL          | 220                                  | Apartment/M<br>ulti-family                       | Dwelling<br>Unit         | 2.48                                    | 0.62                                  |                          |                           | 0.62                 | 4.00                                     |
| RESIDENTIAL          | 230                                  | Residential<br>Condominium<br>/Townhome          | Dwelling<br>Unit         | 2.08                                    | 0.52                                  |                          |                           | 0.52                 | 4.00                                     |
| RESIDENTIAL          | 240                                  | Mobile Home<br>Park /<br>Manufactured<br>Housing | Dwelling<br>Unit         | 2.36                                    | 0.59                                  |                          |                           | 0.59                 | 4.00                                     |
| RESIDENTIAL          | 251                                  | Senior Adult<br>Housing-<br>Detached             | Dwelling<br>Unit         | 1.08                                    | 0.27                                  |                          |                           | 0.27                 | 4.00                                     |
| RESIDENTIAL          | 252                                  | Senior Adult<br>Housing-<br>Attached             | Dwelling<br>Unit         | 1.00                                    | 0.25                                  |                          |                           | 0.25                 | 4.00                                     |
| RESIDENTIAL          | 254                                  | Assisted<br>Living                               | Beds                     | 0.88                                    | 0.22                                  |                          |                           | 0.22                 | 4.00                                     |
| LODGING              | 310                                  | Hotel                                            | Room                     | 1.20                                    | 0.60                                  |                          |                           | 0.60                 | 2.00                                     |
| LODGING              | 320                                  | Motel / Other<br>Lodging<br>Facilities           | Room                     | 0.94                                    | 0.47                                  |                          |                           | 0.47                 | 2.00                                     |
| RECREATIONAL         | 432                                  | Golf Driving<br>Range                            | Tee                      | 2.50                                    | 1.25                                  |                          |                           | 1.25                 | 2.00                                     |
| RECREATIONAL         | 430                                  | Golf Course                                      | Acre                     | 0.60                                    | 0.30                                  |                          |                           | 0.30                 | 2.00                                     |
| RECREATIONAL         | 495                                  | Recreational<br>Community<br>Center              | 1,000 SF<br>GFA          | 5.48                                    | 2.74                                  |                          |                           | 2.74                 | 2.00                                     |
| RECREATIONAL         | 465                                  | Ice Skating<br>Rink                              | 1,000 SF<br>GFA          | 4.72                                    | 2.36                                  |                          |                           | 2.36                 | 2.00                                     |
| RECREATIONAL         | 431                                  | Miniature<br>Golf Course                         | Hole                     | 0.66                                    | 0.33                                  |                          |                           | 0.33                 | 2.00                                     |
| RECREATIONAL         | 445                                  | Multiplex<br>Movie                               | Screens                  | 27.28                                   | 13.64                                 |                          |                           | 13.64                | 2.00                                     |



|                                   | <b>ITE<br/>Land<br/>Use<br/>Code</b> | <b>Land Use<br/>Category</b>                                   | <b>Develop.<br/>Unit</b>       | <b>Veh-Mi<br/>Per<br/>Dev-<br/>Unit</b> | <b>Trip<br/>Gen<br/>Rate<br/>(PM)</b> | <b>Pass- by<br/>Rate</b> | <b>Pass-by<br/>Source</b> | <b>Trip<br/>Rate</b> | <b>Adj.<br/>Trip<br/>Length<br/>(mi)</b> |
|-----------------------------------|--------------------------------------|----------------------------------------------------------------|--------------------------------|-----------------------------------------|---------------------------------------|--------------------------|---------------------------|----------------------|------------------------------------------|
|                                   |                                      | Theater                                                        |                                |                                         |                                       |                          |                           |                      |                                          |
| RECREATIONAL                      | 491                                  | Racquet /<br>Tennis Club                                       | Court                          | 6.70                                    | 3.35                                  |                          |                           | 3.35                 | 2.00                                     |
| INSTITUTIONAL                     | 560                                  | Church                                                         | 1,000 SF<br>GFA                | 1.10                                    | 0.55                                  |                          |                           | 0.55                 | 2.00                                     |
| INSTITUTIONAL                     | 565                                  | Day Care<br>Center                                             | 1,000 SF<br>GFA                | 13.82                                   | 12.34                                 | 44%                      | B                         | 6.91                 | 2.00                                     |
| INSTITUTIONAL                     | 522                                  | Primary/Midd<br>le School (1-<br>8)                            | Students                       | 0.32                                    | 0.16                                  |                          |                           | 0.16                 | 2.00                                     |
| INSTITUTIONAL                     | 530                                  | High School                                                    | Students                       | 0.26                                    | 0.13                                  |                          |                           | 0.13                 | 2.00                                     |
| INSTITUTIONAL                     | 540                                  | Junior /<br>Community<br>College                               | Students                       | 0.24                                    | 0.12                                  |                          |                           | 0.12                 | 2.00                                     |
| INSTITUTIONAL                     | 550                                  | University /<br>College                                        | Students                       | 0.34                                    | 0.17                                  |                          |                           | 0.17                 | 2.00                                     |
| MEDICAL                           | 630                                  | Clinic                                                         | 1,000 SF<br>GFA                | 19.53                                   | 5.18                                  |                          |                           | 5.18                 | 3.77                                     |
| MEDICAL                           | 610                                  | Hospital                                                       | 1,000 SF<br>GFA                | 3.51                                    | 0.93                                  |                          |                           | 0.93                 | 3.77                                     |
| MEDICAL                           | 620                                  | Nursing<br>Home                                                | Beds                           | 0.83                                    | 0.22                                  |                          |                           | 0.22                 | 3.77                                     |
| MEDICAL                           | 640                                  | Animal<br>Hospital/Vete<br>rinary Clinic                       | 1,000 SF<br>GFA                | 9.90                                    | 4.72                                  | 30%                      | B                         | 3.30                 | 3.00                                     |
| OFFICE                            | 714                                  | Corporate<br>Headquarters<br>Building                          | 1,000 SF<br>GFA                | 5.64                                    | 1.41                                  |                          |                           | 1.41                 | 4.00                                     |
| OFFICE                            | 710                                  | General<br>Office<br>Building                                  | 1,000 SF<br>GFA                | 5.96                                    | 1.49                                  |                          |                           | 1.49                 | 4.00                                     |
| OFFICE                            | 720                                  | Medical-<br>Dental Office<br>Building                          | 1,000 SF<br>GFA                | 13.46                                   | 3.57                                  |                          |                           | 3.57                 | 3.77                                     |
| OFFICE                            | 715                                  | Single Tenant<br>Office<br>Building                            | 1,000 SF<br>GFA                | 6.96                                    | 1.74                                  |                          |                           | 1.74                 | 4.00                                     |
| OFFICE                            | 750                                  | Office Park                                                    | 1,000 SF<br>GFA                | 5.92                                    | 1.48                                  |                          |                           | 1.48                 | 4.00                                     |
| COMMERCIAL:<br>Automobile Related | 942                                  | Automobile<br>Care Center                                      | 1,000 SF<br>Occ. GLA           | 3.74                                    | 3.11                                  | 40%                      | B                         | 1.87                 | 2.00                                     |
| COMMERCIAL:<br>Automobile Related | 843                                  | Automobile<br>Parts Sales                                      | 1,000 SF<br>GFA                | 6.82                                    | 5.98                                  | 43%                      | A                         | 3.41                 | 2.00                                     |
| COMMERCIAL:<br>Automobile Related | 944                                  | Gasoline/Serv<br>ice Station                                   | Vehicle<br>Fueling<br>Position | 4.82                                    | 13.87                                 | 42%                      | A                         | 8.04                 | 0.60                                     |
| COMMERCIAL:<br>Automobile Related | 945                                  | Gasoline/Serv<br>ice Station w/<br>Conv Market                 | Vehicle<br>Fueling<br>Position | 3.56                                    | 13.51                                 | 56%                      | B                         | 5.94                 | 0.60                                     |
| COMMERCIAL:<br>Automobile Related | 946                                  | Gasoline/Serv<br>ice Station w/<br>Conv Market<br>and Car Wash | Vehicle<br>Fueling<br>Position | 3.66                                    | 13.86                                 | 56%                      | A                         | 6.10                 | 0.60                                     |

|                                   | <b>ITE<br/>Land<br/>Use<br/>Code</b> | <b>Land Use<br/>Category</b>                               | <b>Develop.<br/>Unit</b> | <b>Veh-Mi<br/>Per<br/>Dev-<br/>Unit</b> | <b>Trip<br/>Gen<br/>Rate<br/>(PM)</b> | <b>Pass- by<br/>Rate</b> | <b>Pass-by<br/>Source</b> | <b>Trip<br/>Rate</b> | <b>Adj.<br/>Trip<br/>Length<br/>(mi)</b> |
|-----------------------------------|--------------------------------------|------------------------------------------------------------|--------------------------|-----------------------------------------|---------------------------------------|--------------------------|---------------------------|----------------------|------------------------------------------|
| COMMERCIAL:<br>Automobile Related | 841                                  | New Car<br>Sales                                           | 1,000 SF<br>GFA          | 4.20                                    | 2.62                                  | 20%                      | B                         | 2.10                 | 2.00                                     |
| COMMERCIAL:<br>Automobile Related | 941                                  | Quick<br>Lubrication<br>Vehicle Shop                       | Servicing<br>Positions   | 6.22                                    | 5.19                                  | 40%                      | B                         | 3.11                 | 2.00                                     |
| COMMERCIAL:<br>Automobile Related | 947                                  | Self-Service<br>Car Wash                                   | Stall                    | 1.99                                    | 5.54                                  | 40%                      | B                         | 3.32                 | 0.60                                     |
| COMMERCIAL:<br>Automobile Related | 948                                  | Automated<br>Car Wash                                      | Stall                    | 5.08                                    | 14.12                                 | 40%                      | B                         | 8.47                 | 0.60                                     |
| COMMERCIAL:<br>Automobile Related | 848                                  | Tire Store                                                 | 1,000 SF<br>GFA          | 5.98                                    | 4.15                                  | 28%                      | A                         | 2.99                 | 2.00                                     |
| COMMERCIAL:<br>Dining             | 934                                  | Fast Food<br>Restaurant<br>with Drive-<br>Thru Window      | 1,000 SF<br>GFA          | 32.66                                   | 32.65                                 | 50%                      | A                         | 16.33                | 2.00                                     |
| COMMERCIAL:<br>Dining             | 933                                  | Fast Food<br>Restaurant<br>without<br>Drive-Thru<br>Window | 1,000 SF<br>GFA          | 26.16                                   | 26.15                                 | 50%                      | B                         | 13.08                | 2.00                                     |
| COMMERCIAL:<br>Dining             | 932                                  | High<br>Turnover (Sit-<br>Down)<br>Restaurant              | 1,000 SF<br>GFA          | 11.22                                   | 9.85                                  | 43%                      | A                         | 5.61                 | 2.00                                     |
| COMMERCIAL:<br>Dining             | 931                                  | Quality<br>Restaurant                                      | 1,000 SF<br>GFA          | 8.38                                    | 7.49                                  | 44%                      | A                         | 4.19                 | 2.00                                     |
| COMMERCIAL:<br>Dining             | 937                                  | Coffee/Donut<br>Shop with<br>Drive-Thru<br>Window          | 1,000 SF<br>GFA          | 25.68                                   | 42.80                                 | 70%                      | A                         | 12.84                | 2.00                                     |
| COMMERCIAL:<br>Other Retail       | 815                                  | Free-Standing<br>Discount<br>Store                         | 1,000 SF<br>GFA          | 6.98                                    | 4.98                                  | 30%                      | C                         | 3.49                 | 2.00                                     |
| COMMERCIAL:<br>Other Retail       | 817                                  | Nursery<br>(Garden<br>Center)                              | 1,000 SF<br>GFA          | 9.72                                    | 6.94                                  | 30%                      | B                         | 4.86                 | 2.00                                     |
| COMMERCIAL:<br>Other Retail       | 862                                  | Home<br>Improvement<br>Superstore                          | 1,000 SF<br>GFA          | 2.42                                    | 2.33                                  | 48%                      | A                         | 1.21                 | 2.00                                     |
| COMMERCIAL:<br>Other Retail       | 880                                  | Pharmacy/Dr<br>ugstore w/o<br>Drive-Thru<br>Window         | 1,000 SF<br>GFA          | 7.90                                    | 8.40                                  | 53%                      | A                         | 3.95                 | 2.00                                     |
| COMMERCIAL:<br>Other Retail       | 881                                  | Pharmacy/Dr<br>ugstore w/<br>Drive-Thru<br>Window          | 1,000 SF<br>GFA          | 10.10                                   | 9.91                                  | 49%                      | A                         | 5.05                 | 2.00                                     |
| COMMERCIAL:<br>Other Retail       | 820                                  | Shopping<br>Center                                         | 1,000 SF<br>GLA          | 4.90                                    | 3.71                                  | 34%                      | A                         | 2.45                 | 2.00                                     |
| COMMERCIAL:<br>Other Retail       | 850                                  | Supermarket                                                | 1,000 SF<br>GFA          | 12.14                                   | 9.48                                  | 36%                      | A                         | 6.07                 | 2.00                                     |
| COMMERCIAL:<br>Other Retail       | 864                                  | Toy/Children'<br>s Superstore                              | 1,000 SF<br>GFA          | 6.98                                    | 4.99                                  | 30%                      | B                         | 3.49                 | 2.00                                     |

|                          | ITE Land Use Code | Land Use Category  | Develop. Unit  | Veh-Mi Per Dev-Unit | Trip Gen Rate (PM) | Pass- by Rate | Pass-by Source | Trip Rate | Adj. Trip Length (mi) |
|--------------------------|-------------------|--------------------|----------------|---------------------|--------------------|---------------|----------------|-----------|-----------------------|
| COMMERCIAL: Other Retail | 875               | Department Store   | 1,000 SF GFA   | 2.62                | 1.87               | 30%           | B              | 1.31      | 2.00                  |
| COMMERCIAL: Other Retail | 896               | Video Rental Store | 1,000 SF GFA   | 13.60               | 13.60              | 50%           | B              | 6.80      | 2.00                  |
| SERVICES                 | 911               | Walk-In Bank       | 1,000 SF GFA   | 12.38               | 12.13              | 40%           | B              | 7.28      | 1.70                  |
| SERVICES                 | 912               | Drive-In Bank      | Drive-in Lanes | 29.95               | 33.24              | 47%           | A              | 17.62     | 1.70                  |
| SERVICES                 | 918               | Hair Salon         | 1,000 SF GLA   | 1.73                | 1.45               | 30%           | B              | 1.02      | 1.70                  |

### ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

| Vehicle Miles Traveled |                        | Monthly Charge |
|------------------------|------------------------|----------------|
| <b>Nonresidential</b>  |                        |                |
| Tier I                 | 0 - 23.99              | \$18.50        |
| Tier II                | 24.00 - 43.99          | \$41.50        |
| Tier III               | 43.99 - 90.99          | \$80.10        |
| Tier IV                | 91.00 - 223.99         | \$163.50       |
| Tier V                 | 224.00+                | \$268.30       |
| <b>Residential</b>     |                        |                |
| Single Family          | Flat Fee/Dwelling Unit | \$8.30         |
| Multi-Family           | Flat Fee/Dwelling Unit | \$6.50         |

**c. Sec. 40-11. Payment of bills.**

- i. Payments must be received at the Utility Customer Service Office on or before the due date to avoid late charges. Payments received after the due date will be assessed a penalty equaling ten percent of the current monthly charges with a minimum charge of **\$3.00**.

**d. Sec. 40-12. Returned check fee.**

- i. A fee of **\$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.
- ii. Credit Card Charge Back Fee - **\$25.00**

**e. Sec. 40-13(b). Disconnection and reconnections.**

- i. A **\$25.00** delinquent fee will be charged on each residential account.

- ii. A **\$150.00** delinquent fee will be charged on each commercial account.
- iii. A **\$30.00** charge will be added for afterhours service (between 5:00pm and 9:00pm)
- f. **Sec. 40-15. Account creation or Reactivation fee.**
  - i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **\$30.00**.

## 2. Article II. Water and Sewer Service

### Division 2. Rates, Usage Charges and Fees

- a. **Sec. 40-63. Reserved for future use.**
- b. **Sec. 40-64. Rates for water service.**
  - i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
  - ii. Service charge: established in Section 2-117.

| <b>Meter Size</b>     | <b>Service Charge</b>     |
|-----------------------|---------------------------|
| 1. $\frac{3}{4}$ inch | <b>\$12.40</b> per month  |
| 2. 1 inch             | <b>\$15.60</b> per month  |
| 3. 1.5 inch           | <b>\$23.20</b> per month  |
| 4. 2 inch             | <b>\$36.65</b> per month  |
| 5. 3 inch             | <b>\$115.60</b> per month |
| 6. 4 inch             | <b>\$171.75</b> per month |
| 7. 6 inch             | <b>\$209.10</b> per month |
| 8. 8 inch             | <b>\$209.10</b> per month |
  - iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:
    - 1. **\$2.75** per 1,000 gallons for usage from 0—10,000 gallons
    - 2. **\$3.60** per 1,000 gallons for usage from 11,000—15,000 gallons
    - 3. **\$4.40** per 1,000 gallons for usage from 16,000—20,000 gallons
    - 4. **\$5.20** per 1,000 gallons for usage from 21,000—25,000 gallons
    - 5. **\$6.05** per 1,000 gallons for usage of 26,000 gallons and more
  - iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:
    - 1. **\$3.05** per 1,000 gallons
  - v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:
    - 1. **\$3.25** per 1,000 gallons
  - vi. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge

1. Residential Rates-

- a. \$4.15– first 0-10 mgw
- b. \$5.40 – next 11-15mgw
- c. \$6.60 – next 16-20 mgw
- d. \$7.85 – next 21-25 mgw
- e. \$9.10 – all over 26+ mgw

2. Commercial Rates

- a. \$4.55 – per mgw
- b. \$18.65 – monthly service charge  $\frac{3}{4}$  or 5/8"
- c. \$23.40 – monthly service charge 1"
- d. \$34.80 – monthly service charge 1.5"
- e. \$54.95 – monthly service charge 2"
- f. \$173.45 – monthly service charge 3"
- g. \$257.65 – monthly service charge 4"
- h. \$313.65 – monthly service charge 6"

c. **Sec. 40-65. Rates for sewerage service.**

- i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
  - 1. Service charge: \$21.29 for first 4,000 gallons of water metered.
  - 2. Usage charge: \$4.26 per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
  - 3. Maximum billing: \$46.87 cap for metered water is 10,000 gallons.
- ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **\$27.09**.
- iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **\$16.91**.
- iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:
  - 1. Service charge as **\$18.27** per month.
  - 2. Usage charge as **\$4.26** per 1,000 gallons of water usage.
- v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:
  - 1. Service charge as **\$18.27** per month.
  - 2. Usage charge as **\$5.07** per 1,000 gallons of water usage.

- vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:
    - 1. Service charge as **\$18.27** per month.
    - 2. Usage charge as **\$5.07** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.
  - vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:
    - 1. 0—5,000 gallons per month **\$21.29**
    - 2. 5,001—7,000 gallons per month **\$29.81**
    - 3. 7,001—9,000 gallons per month **\$38.34**
    - 4. 9,001—10,000 > gallons per month **\$46.87**
  - viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **\$51.50**.
  - ix. All customers receiving sewer service outside of the City's corporate limits or under contract shall pay all established rates, with an additional **50% surcharge**, as established in Section 2-117.
  - x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added **50% surcharge**.
- d. Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.**
- i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.
    - 1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:
 

| <b>Meter Size</b>       | <b>Charge</b>     |
|-------------------------|-------------------|
| a. $\frac{3}{4}$ inch   | <b>\$643.42</b>   |
| b. 1 inch               | <b>\$783.34</b>   |
| c. 1 $\frac{1}{2}$ inch | <b>\$2,121.06</b> |
| d. 2 inch               | <b>\$3,138.66</b> |
    - 2. For three-inch and larger water meters, a **\$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in

accordance with City specifications, and is to be inspected by the City before meter is placed into service.

- ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

|    | <u>Sewer Connection Size</u> | <u>Charge</u>   |
|----|------------------------------|-----------------|
| a. | 4 inch / RESIDENTIAL         | <b>\$350.00</b> |
| b. | 6 inch / NONRESIDENTIAL      | <b>\$100.00</b> |

**e. Sec. 40-67. Fire flow testing.**

- i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.
  - 1. Fire Flow Test Fee: **\$100.00** per tested hydrant.

**Division 6. Cross-Connection Control and Backflow Prevention**

**f. Sec. 40-244. Cross-connection control program fees.**

- i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **\$25.00** per each separate device.
- ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **\$50.00**.
- iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **\$25.00** each. Other forms may be used with prior approval from the City.
- iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **\$1,000.00**. This fee shall be refunded when the meter/device is returned in good working order.
- v. Fire Hydrant Meter Connection Fee - **\$400.00**

**3. Article III. Electric System**

**Division 2. Rate Schedules**

**a. Sec. 40-315. Electric Rate Schedule R (residential customers).**

- Rate:
  - 1. Service charge: **\$7.00** per month; plus
  - 2. Energy charge: **\$0.1079** per kWh for all kWh, except **\$0.1033** per kWh for all kWh in the billing months of November through April; plus
  - 3. Transmission Delivery Adjustment: **\$0.0140** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  - 1. 10% participation: **\$0.1084** per kWh for all kWh, except **\$0.1038** per kWh for all kWh in the billing months of November through April.
  - 2. 50% participation: **\$0.1104** per kWh for all kWh, except **\$0.1058** per kWh for all kWh in the billing months of November through April.

3. 100% participation: **\$0.1129** per kWh for all kWh, except **\$0.1083** per kWh for all kWh in the billing months of November through April.

**b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).**

- Rate:
  1. Service charge: **\$100** per month; plus
  2. Energy charge: **\$0.1079** per kWh for all kWh, except, **\$0.1033** per kWh for all kWh in the billing months of November through April; plus
  3. Transmission Delivery Adjustment: **\$0.0140** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: **\$0.1084** per kWh for all kWh, except **\$0.1038** per kWh for all kWh in the billing months of November through April.
  2. 50% participation: **\$0.1104** per kWh for all kWh, except **\$0.1058** per kWh for all kWh in the billing months of November through April.
  3. 100% participation: **\$0.1129** per kWh for all kWh, except **\$0.1083** per kWh for all kWh in the billing months of November through April.

**c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).**

- Rate:
  1. Service charge: **\$9.00** per month; plus
  2. Energy charge: First 1,000 kWh **\$0.1254** per kWh, **\$0.0938** per kWh for all kWh over 1000; plus
  3. Transmission Delivery Adjustment: **\$0.0140** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: First 1,000 kWh **\$0.1259**, **\$0.0943** all additional kWh.
  2. 50% participation: First 1,000 kWh **\$0.1279**, **\$0.0963** all additional kWh.
  3. 100% participation: First 1,000 kWh **\$0.1304**, **\$0.0988** all additional kWh.

**d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).**

- i. Rate:
  1. Service charge: **\$25.00** per month; plus
  2. Demand charge: **\$10.40** per kW of monthly billing demand; plus
  3. Energy charge: **\$0.0639** per kWh for all kWh; plus
  4. Transmission Delivery Adjustment: **\$0.0140** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
  1. **\$181.00** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
  2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
  3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.



- iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  - 1. 10% participation: **\$0.0644/kWh**.
  - 2. 50% participation: **\$0.0664/kWh**.
  - 3. 100% participation: **\$0.0689/kWh**.
- e. **Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).**
  - i. Rate:
    - 1. Service charge: **\$75.00** per month; plus
    - 2. Demand charge: **\$10.40** per kW of monthly billing demand; plus
    - 3. Energy Charge: **\$0.0613** per kWh for all kWh; plus
    - 4. Transmission Delivery Adjustment: **\$0.0140** per kWh.
  - ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
    - 1. **\$3,195.00** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
    - 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
    - 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
  - iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
    - 1. On-peak demand charge: **\$6.65**; plus
    - 2. Off-peak demand charge: **\$3.75**.
  - iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
    - 1. 10%: **\$0.0618/kWh**
    - 2. 50%: **\$0.0638/kWh**
    - 3. 100%: **\$0.0663/kWh**
- f. **Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).**
  - i. Rate:
    - 1. Service charge: **\$250.00** per month; plus
    - 2. Demand charge: **\$9.85** per kW of monthly billing demand; plus
    - 3. Energy charge: **\$0.0592** per kWh for all kWh; plus
    - 4. Transmission Delivery Adjustment: **\$0.0140** per kWh.
  - ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:
    - 1. **\$15,034.85** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
    - 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.

3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
  - iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.
    1. On-Peak Demand Charge: **\$6.65**, plus
    2. Off-Peak Demand Charge: **\$3.75**
  - iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
    1. 10% participation: **\$0.0597/kWh**
    2. 50% participation: **\$0.0617/kWh**
    3. 100% participation: **\$0.0642/kWh**
- g. **Sec. 40-321. Electric Rate Schedule SL (security lights).**
- i. The rates per month per light are established in Section 2-117.
    1. 100 Watt (or equivalent) **\$11.25**
    2. 200 Watt (or equivalent) **\$16.50**
    3. 400 Watt (or equivalent) **\$33.00**
- h. **Sec. 40-323. Electric Rate Schedule PQF.**
- i. **Rate. The City will pay the QF producer for all power purchased at the following rates:**
    1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
    2. Energy. The metered output from the producer will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.
- i. **Sec. 40-325. Electric Rate Schedule SRE.**
- i. **Rate.** In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:
    1. Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based

upon the past years average wholesale cost and will be updated once a year (in October) to update this value.

2. The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount. If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

#### **4. Article IV. Solid Waste Collection and Disposal**

##### **Division 2. Waste Collection Generally**

The solid waste collection and disposal fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

##### **a. Sec. 40-389. Residential collection generally.**

- i. Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **\$11.80**

##### **b. Sec. 40-391. Commercial collection.**

- i. If a container is unserviceable, such as being blocked or containing prohibited items, the City truck shall return to empty the container only after the container is clear from other vehicles and/or prohibited items are removed from the container for a fee as established in Section 2-117. - **\$20.90**

##### **c. Sec. 40-395. Unprepared solid waste.**

- i. The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **\$69.40**

##### **d. Sec. 40-399. Small animals.**

- i. Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **\$21.10**
- ii. Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **\$21.10**

**Division 4. Rates and Charges****e. Sec. 40-495. Generally.**

- i. Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>\$16.80</b> | Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.                                                                                                                                                                                                                                                            |
| <b>\$11.80</b> | Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>\$16.80</b> | Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.                                                                                                                                                 |
| <b>\$7.80</b>  | Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below. |
| <b>\$15.70</b> | Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**f. Sec. 40-496. Commercial collection rates.**

- i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

| <b>Container Size</b>                                    | <b>Frequency of Collection</b> | <b>Monthly Rate</b> |
|----------------------------------------------------------|--------------------------------|---------------------|
| Ninety gallon automated                                  | 1                              | <b>\$18.90</b>      |
|                                                          | 2                              | <b>\$38.90</b>      |
|                                                          | 3                              | <b>\$57.80</b>      |
|                                                          | 4                              | <b>\$75.70</b>      |
|                                                          | 5                              | <b>\$94.60</b>      |
|                                                          | 6                              | <b>\$111.40</b>     |
| 300/400 gallon automated or two cubic yard non compactor | 1                              | <b>\$138.70</b>     |
|                                                          | 2                              | <b>\$182.80</b>     |
|                                                          | 3                              | <b>\$222.70</b>     |
|                                                          | 4                              | <b>\$262.70</b>     |
|                                                          | 5                              | <b>\$304.70</b>     |
|                                                          | 6                              | <b>\$353.00</b>     |
| Four cubic yard non compactor                            | 1                              | <b>\$174.40</b>     |
|                                                          | 2                              | <b>\$231.20</b>     |
|                                                          | 3                              | <b>\$284.70</b>     |
|                                                          | 4                              | <b>\$345.70</b>     |
|                                                          | 5                              | <b>\$405.50</b>     |
|                                                          | 6                              | <b>\$458.10</b>     |
| Eight cubic yard non compactor                           | 1                              | <b>\$214.30</b>     |
|                                                          | 2                              | <b>\$297.30</b>     |
|                                                          | 3                              | <b>\$380.30</b>     |
|                                                          | 4                              | <b>\$461.20</b>     |
|                                                          | 5                              | <b>\$545.20</b>     |
|                                                          | 6                              | <b>\$625.10</b>     |
| Two cubic yard compactor                                 | 1                              | <b>\$145.00</b>     |
|                                                          | 2                              | <b>\$287.80</b>     |
|                                                          | 3                              | <b>\$432.80</b>     |
|                                                          | 4                              | <b>\$576.70</b>     |
|                                                          | 5                              | <b>\$718.60</b>     |
|                                                          | 6                              | <b>\$863.50</b>     |
| Four cubic yard compactor                                | 1                              | <b>\$193.30</b>     |
|                                                          | 2                              | <b>\$388.70</b>     |
|                                                          | 3                              | <b>\$582.00</b>     |
|                                                          | 4                              | <b>\$776.40</b>     |
|                                                          | 5                              | <b>\$971.70</b>     |
|                                                          | 6                              | <b>\$1166.10</b>    |
| Six cubic yard compactor                                 | 1                              | <b>\$260.60</b>     |
|                                                          | 2                              | <b>\$524.30</b>     |

|  |   |                  |
|--|---|------------------|
|  | 3 | <b>\$785.80</b>  |
|  | 4 | <b>\$1047.40</b> |
|  | 5 | <b>\$1308.00</b> |
|  | 6 | <b>\$1569.50</b> |

**Sec. 40-497. Additional charges.**

ii. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:

1. Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in Section 40-495 for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds five cycles per calendar month. - **\$18.10**- plus **\$3.80** per access after six or more times to access
2. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **\$4.00**
3. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **\$4.30**
4. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **\$4.50**
5. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **\$21.10**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.
6. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **\$13.80**
7. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **\$20.90**
8. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **\$27.40**
9. Additional fee for delivery and set-up on any City-owned, roll-off container. - **\$39.90**
10. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **\$27.40**
11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **\$34.70**
12. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **\$42.00**
13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **\$48.60**
14. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **\$55.60**
15. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **\$63.10**
16. Unprepared solid waste minimum charge. - **\$69.40**
17. All roll-off container service per load plus current per-ton landfill charge. - **\$184.90**

## 5. Article V. Drainage Utility

The drainage utility fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

### a. Sec. 40-524. Rates.

- i. All charges shall be made in accordance with the classification of properties by the following categories:
  1. Residential service shall be charged on the basis of a set fee per residential unit.
    - a. Each single-family detached residential unit and each duplex residential unit: **\$6.10** per month.
    - b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **\$2.80** per month.
  2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. **\$2.90/1,000** sq. ft. per month.

**CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS****1. Article V. Single-Family and Duplex Unit Rental Registration****a. Sec. 103-242(d). Registration required.**

- i. A fee established of **\$60.00** shall be assessed per building at the time of any required registration.

**2. Article VI – Short Term Rental Registration****a. Section 103-248 (c). Fees.**

- i. **Application and Application Renewal Fees.** An annual application fee of **\$100.00** shall be assessed per unit at the time of any required registration. An annual application renewal fee of **\$75.00** shall be assessed per unit following the initial registration.
- ii. **Life Safety Inspection Fee.** An inspection fee of **\$100.00** shall be assessed per dwelling unit for the required life safety inspection
- iii. **Life Safety Reinspection Fee.** If a dwelling unit does not pass the initial life safety inspection, the applicant shall pay a non-refundable re-inspection fee per dwelling unit of **\$75.00**.



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**INTEROFFICE MEMORANDUM**

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**TO:** CITY COUNCIL  
**FROM:** MARY ELLEN LEONARD, CPA, DIRECTOR OF FISCAL SERVICES  
**SUBJECT:** FY22 FEE RESOLUTION CHANGES  
**DATE:** AUGUST 12, 2021  
**CC:** BRYAN C. WOODS, CITY MANAGER  
JEFF KERSTEN, ASSISTANT CITY MANAGER

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This memo outlines the fee changes to the Municode Consolidated Fee Resolution included on the August 12, 2021 Consent Agenda. Changes will go into effect on October 1, 2021, the beginning of the next fiscal year. Changes are proposed by the individual Department Directors and consolidated in the ordinance by Fiscal Services.

- **Fiscal Services Department**

- i. Chapter 2, Sec. 2-118. Services for credit card payments. Item is for clarity only. Returned check and Notary fees added to this section. The same fees are charged across the City, but listed only in the Utility section when the ordinance was consolidated. A revised ordinance will accompany the fee ordinance.
  - ii. Chapter 28, Municipal Court of Record
    - 1. Sec 28-5(d) Local Consolidation fee – Courts are now permitted to assess a single dollar amount for the Building Security, Truancy Prevention, Technology and Jury funds as outlined in Chapter 134 of the Local Government Code

- **Fire Department**

- i. Chapter 2, Sec 2-120 (c xviii) – (2 person minimum) added for Fire Department Standby for special events.

- **Planning and Development Services Department**

- Chapter 2, Administration All fees in all sections of Chapter 2 are indexed to the CPI-U and are increased by 1.7% along with the fees in the following sections that are charged through the Planning and Development Services Department:
  - Chapter 8, Businesses
    - i. Article Sec 8-235(d) Required application fee – Itinerant Vendor Permit
    - ii. Article VI – Carnivals, Circuses, Menageries, Sideshows, Concessions and Special Events Permit Fees (Sec. 8-296)
    - iii. Article VIII – Mobile Food Vendors Permit Fee (Sec 8-418.)
    - iv. Article IX - Northgate Outdoor Dining and Entertainment Permit application fee (Sec.8-475) and amended application (Sec. 8-476 (b))
    - v. Article XIII – Dockless Bike Share Program Fees and Costs (Sec. 8-824)

- Chapter 14, Environment and Natural Resources
  - i. Sec 14-67(b) Permit period and renewal
  - ii. Sec 14-99 (b) – Urban permit
  - iii. Sec. 14-101. Seismic survey permit
  - iv. Sec. 14-151(a). Abandonment
- Chapter 34, Streets, Sidewalks and Other Public Places
  - i. Sec 34-2(c) Encroachments upon easements
  - ii. Sec 34-100 Right of way use permit fee
  - iii. Sec 34-248 Parades and Motorcades permit fee
- Chapter 40, Utilities
  - i. Sec 40-3(c) Creation of municipal utility districts
- **Parks & Recreation**
  - Chapter 10, Cemeteries
    - Sec. 10-25(e). City Owned or Maintained Cemeteries Purchase options. Double Columbaria Niche added at the Municipal Cemetery at a cost of \$1,445 and Double Columbaria Niche added at the Aggie Field of Honor at a cost of \$3,000.
- **Community Services / Northgate Parking**
  - Chapter 38, Traffic and Vehicles
    - i. Sec 38-106 Northgate Promenade Parking Lot –
      - o Per hour fee from \$3.50 to \$10.00 per hour
      - o Special event fee from \$25.00 to \$50.00 per day
      - o Game day fee from \$25.00 to \$50.00 per day
    - ii. Sec 38-107 Northgate Parking Garage –
      - o Per hour fee from \$3.00 to \$5.00 per hour
      - o Lost Ticket from \$25.00 to \$50.00 per day
      - o Special event fee from \$25.00 to \$50.00 per day
      - o Game day fee from \$25.00 to \$50.00 per day
    - iii. Sec 38-108 Northgate on-street Parking –
      - o Per hour fee from \$3.50 to \$10.00 per hour
      - o Special event fee from \$25.00 to \$50.00 per day
      - o Game day fee from \$25.00 to \$50.00 per day
    - iv. Sec 38-114 remote pay system for parking – section added
      - o Per hour fee from \$5.00 per hour
      - o Special event fee \$50.00 per day
      - o Game day fee \$50.00 per day

- Chapter 103, Buildings and Regulations
  - i. Sec 103-242 (d) Single-Family and Duplex Unity Rental Registration required – increased by Council in FY21 from \$15.00 to \$60.00 and included in the consolidated document for the next year.
  - ii. Sec 103-248 (c) Short Term Rental Registration – added by Council in FY21 and included in the consolidated document for the next year. A revised ordinance will accompany the fee ordinance to ensure consistency.
    - o An annual fee established of \$100.00 shall be assessed per unit at the time of any required registration
    - o An inspection fee of \$100.00 shall be assessed per unit for the required life safety inspection.
    - o An annual renewal fee of \$75.00 shall be assess per unit following the initial registration
- **Public Works Department**
  - Chapter 40, Utilities
    - i. Sec 40-4 Roadway Maintenance Fee are indexed to the CPI-U and are increased by 1.7%.
    - ii. Article IV Solid Waste Collection and Disposal – all sections are indexed to the CPI-U and are increased by 1.7%.
    - iii. Article V Drainage Utility – all sections are indexed to the CPI-U and are increased by 1.7%.
- **Electric Department**
  - Chapter 40, Utilities The following sections have had rates reclassified in order to properly account for the Transmission Delivery Adjustment in the accounting system and AMI Meter tampering. There is no impact on the rate payer monthly bill.
    - i. Sec 40-315 Electric Rate Schedule R.
    - ii. Sec 40-316 Electric Rate Schedule R-1.
    - iii. Sec 40-317 Electric Rate Schedule SC.
    - iv. Sec 40-318 Electric Rate Schedule LP-1.
    - v. Sec 40-319 Electric Rate Schedule LP-2.
    - vi. Sec 40-320 Electric Rate Schedule LP-3.
    - vii. Sec 40-321 Electric Rate Schedule SL.
    - viii. Sec 40-323 Electric Rate Schedule PQF.
    - ix. Sec 40-325 Electric Rate Schedule SRE.

**August 12, 2021**

**Item No. 8.5.**

**Ordinance Extending Mayoral Renewal of Disaster Declaration**

**Sponsor:** Bryan Woods, City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** Staff recommend that Council adopt the ordinance.

**Summary:** On March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV-2, (COVID-19).

On March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19.

On March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020.

On March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020. On March 30, 2020, the College Station City Council adopted an ordinance consenting and approving the Second Mayoral Order.

On April 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal.

On May 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal.

On June 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the Mayor's June 22, 2020, Disaster Declaration Renewal.

On June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating face

coverings for commercial entities until Friday, July 10, 2020. On July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings.

On July 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the Mayor's July 22, 2020, Disaster Declaration Renewal.

On August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls.

On August 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the Mayor's August 21, 2020, Disaster Declaration Renewal.

On September 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the Mayor's September 21, 2020, Disaster Declaration Renewal.

On October 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the Mayor's October 20, 2020, Disaster Declaration Renewal.

On November 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the Mayor's November 20, 2020, Disaster Declaration Renewal.

On December 7, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the Mayor's December 7, 2020, Disaster Declaration Renewal.

On January 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the Mayor's January 8, 2021, Disaster Declaration Renewal.

On February 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the Mayor's February 8, 2021, Disaster Declaration Renewal.

On March 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the Mayor's March 8, 2021, Disaster Declaration Renewal.

On April 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the Mayor's April

6, 2021, Disaster Declaration Renewal.

On May 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the Mayor's May 7, 2021, Disaster Declaration Renewal.

On June 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the Mayor's June 7, 2021, Disaster Declaration Renewal.

On July 2, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the Mayor's July 2, 2021, Disaster Declaration Renewal.

On August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, and July 2, 2021. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

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

**Attachments:**

1. Disaster Declaration Renewal Ordinance 8-12-21

**ORDINANCE NO. \_\_\_\_\_**

**DISASTER DECLARATION RENEWAL AND EXTENSION ORDINANCE**

**WHEREAS**, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

**WHEREAS**, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

**WHEREAS**, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

**WHEREAS**, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

**WHEREAS**, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

**WHEREAS**, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

**WHEREAS**, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

**WHEREAS**, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

**WHEREAS**, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

**WHEREAS**, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

**WHEREAS**, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, and July 22, 2020; and

**WHEREAS**, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020 and August 21, 2020; and

**WHEREAS**, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020; and September 21, 2020, and

**WHEREAS**, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and



**WHEREAS**, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

**WHEREAS**, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, and November 20, 2020, and

**WHEREAS**, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the November 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 and December 7, 2020, and

**WHEREAS**, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

**WHEREAS**, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

**WHEREAS**, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, and

**WHEREAS**, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, and April 6, 2021; and

**WHEREAS**, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the May 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021 and May 7, 2021; and

**WHEREAS**, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the June 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021; and

**WHEREAS**, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, and July 2, 2021; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**WHEREAS**, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF COLLEGE STATION:**

1. That the state of disaster renewal proclaimed by the Mayor on August 6, 2021, as set out in **Exhibit A** is consented to and extended by the College Station City Council and shall continue until terminated by the College Station City Council.
2. This Ordinance is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the 12<sup>th</sup> day of August, 2021.

**PASSED AND ADOPTED, this 12<sup>th</sup> day of August, 2021.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT A**

**DISASTER RENEWAL PROCLAIMED BY THE MAYOR ON AUGUST 6, 2021**



## **DECLARATION OF DISASTER RENEWAL**

**WHEREAS**, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

**WHEREAS**, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

**WHEREAS**, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

**WHEREAS**, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

**WHEREAS**, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

**WHEREAS**, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

**WHEREAS**, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

**WHEREAS**, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

**WHEREAS**, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

**WHEREAS**, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the July 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

**WHEREAS**, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; and July 22, 2020, and

**WHEREAS**, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the August 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; July 22, 2020, and August 21, 2020, and

**WHEREAS**, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, and September 21, 2020, and

**WHEREAS**, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

**WHEREAS**, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and November 20, 2020, and

**WHEREAS**, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the December 7, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, and December 7, 2020, and

**WHEREAS**, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

**WHEREAS**, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

**WHEREAS**, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021; and

**WHEREAS**, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, April 6, 2021; and

**WHEREAS**, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, and May 7, 2021; and

**WHEREAS**, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021 and June 7, 2021; and

**WHEREAS**, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**WHEREAS**, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

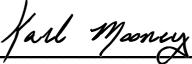


**NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF COLLEGE STATION:**

1. Pursuant to §418.014 of the Texas Government Code the state of disaster is hereby renewed as proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021 and July 2, 2021 are renewed, until terminated by the College Station City Council.
2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration, unless continued or renewed by the City Council of College Station.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. That this proclamation shall take effect on August 6, 2021.

**DECLARED this 6<sup>th</sup> day of August, 2021.**

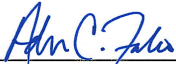
**APPROVED:**

  
\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

**August 12, 2021**

**Item No. 11.1.**

**Council Reports on Committees, Boards, and Commissions**

**Sponsor:** City Council

**Reviewed By CBC:** City Council

**Agenda Caption:** A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

**Relationship to Strategic Goals:**

Good Governance

**Recommendation(s):** Review meetings attended.

**Summary:** Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

**Budget & Financial Summary:** None.

**Attachments:**

None