



College Station, TX

Meeting Agenda City Council Regular

1101 Texas Ave, College Station, TX 77840

Internet: <https://zoom.us/j/96728393278>

*Phone: 888 475 4499 and Meeting ID: 967 2839 3278

September 23, 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

- a. 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
- b. 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
- c. 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

Legal Advice

- a. Legal advice regarding potential City participation in the global opioid settlements
- b. Legal issues related to enforcement of violations of zoning restrictions by allowing more than four unrelated individuals to reside in a single-family dwelling unit

Real Estate {Gov't Code Section 551.072};

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

- a. An approximately 19 acre tract of land along the north frontage road of Texas State Highway 6 south at its intersection with Corporate Parkway.

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. Municipal Court Judge
- b. City Attorney
- c. City Manager
- d. 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 draft land use assumptions, capital improvement plans, and roadway costing template for the upcoming 5-year study updates of roadway, water, and wastewater impact fees.

Sponsors: Jason Schubert, Carol Cotter

- Attachments:
- 1. Roadway LUA draft
 - 2. Water & Wastewater LUA draft
 - 3. Roadway CIP Tracking Changes draft
 - 4. Roadway Draft CIP
 - 5. Water & Wastewater CIP draft
 - 6. Roadway Costing Template

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:
- September 9, 2021 Council Meeting
- Sponsors: Tanya Smith
- Attachments: 1. CCM090921 DRAFT Minutes
- 7.2. Presentation, discussion, and possible action regarding the renewal of a contract with Utility Restoration Services, Inc. for annual pad-mount equipment repair and restoration in the amount of \$321,644.66.
- Sponsors: Timothy Crabb
- Attachments: 1. 19300586R2 URS Renewal Ltr - Agenda
- 7.3. Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Electric Outdoor Breakers for Substations, with an estimated annual expenditure for Anixter Inc. not to exceed \$119,110.
- Sponsors: Mary Ellen Leonard
- Attachments: 1. 21-063 TABULATION OF RESPONSES
- 7.4. Presentation, discussion, and possible action regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, and Unmanned Aircraft liability and property. FY22 premiums for all lines of coverage are not to exceed \$844,000.
- Sponsors: Alison Pond
- Attachments: None
- 7.5. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Amber Alert Network Brazos Valley for FY22 in the amount of \$5,000.
- Sponsors: Mary Ellen Leonard
- Attachments: 1. General Fund Funding Agreement AmberAlert
- 7.6. Presentation, discussion, and possible action approving a resolution authorizing expenditures to the Aggieland Humane Society, Inc. in the amount of \$261,600.
- Sponsors: Mary Ellen Leonard
- Attachments: 1. Animal Shelter Resolution
- 7.7. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY22 in the amount of \$35,000.
- Sponsors: Mary Ellen Leonard
- Attachments: 1. General Fund Funding Agreement - Arts Council Operations Maintenance
- 7.8. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY22 in the amount of \$463,000.
- Sponsors: Mary Ellen Leonard
- Attachments: 1. Arts Council - HOT Fund - FY22 - Budget
2. HOT Funding Agreement- Arts Council
- 7.9. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY22 in the amount of \$25,000.
- Sponsors: Mary Ellen Leonard
- Attachments: 1. BCS Chamber of Commerce - FY22 - Budget
2. HOT Funding Agreement- Chamber of Commerce v2

- 7.10. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Brazos Valley Economic Development Corporation for FY22 in the amount of \$350,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. GF Funding Agreement - BVEDC
- 7.11. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the College Station Noon Lions Club for FY22 in the amount of \$16,500.
Sponsors: Mary Ellen Leonard
Attachments: 1. General Fund Funding Agreement - Noon Lions Club
- 7.12. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY22 in the amount of \$30,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. HOT Funding Agreement- Veterans Memorial
2. Veterans Park - FY22 - Budget
- 7.13. Presentation, discussion, and possible action regarding a professional services contract with Bleyl Engineering in the amount of \$308,000 for the Medical District Interceptor Project Phases II and III project.
Sponsors: Emily Fisher
Attachments: 1. CS Medical Sewer-Scope and Fee
2. Location Map
- 7.14. Presentation, discussion, and possible action regarding Change Order 3 deducting \$131,425 from the professional services contract with Jones & Carter, Inc. for the East Side Sewer project.
Sponsors: Emily Fisher
Attachments: 1. Change Order 3 Unsigned
2. Project Location Map - East Side Sewer Extension Exhibit
- 7.15. Presentation, discussion, and possible action regarding an agreement between the City of College Station and Belmont Icehouse, LLC for marketing and advertising services in the amount of \$400,000.
Sponsors: Natalie Ruiz
Attachments: 1. 21300675 Belmont Icehouse
- 7.16. Presentation, discussion, and possible action regarding the approval of a contract with Jaco Roofing & Construction, Inc. for the roof replacement at 2611 Texas Ave. in the amount of \$117,970.
Sponsors: Pete Caler
Attachments: 1. 2230010 -- BW
- 7.17. Presentation, discussion, and possible action on the first reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station as certificated to Bryan by the Public Utility Commission of Texas.
Sponsors: Brian Piscacek
Attachments: 1. BTU Franchise CLEAN (8-26-2021)
2. Attachment A - Map of Core Areas

- 7.18. Presentation, discussion, and possible action approving the Second Amendment to the Property Purchase Agreement between the City of College Station and Costco Wholesale Corporation for an approximately 18.670 acre tract of land located generally near the intersection of Earl Rudder Freeway and Corporate Drive in the Midtown Business Park.

Sponsors: Natalie Ruiz

Attachments: 1. Amendment on file with the City Secretary's Office

8. Regular Items.

- 8.1. Presentation, discussion, and possible action regarding a construction contract with Larry Young Paving Inc. in the amount of \$4,992,868 for the Rock Prairie Road West Widening Project.

Sponsors: Emily Fisher

Attachments: 1. 21-056 Tabulation
2. Project Map

- 8.2. Presentation, discussion, and possible action on amending Ordinance No. 2021-4281 ordering a General and Special Election to be held on November 2, 2021 for the purpose of electing City Councilmember Place 4 and City Councilmember Place 6, submitting proposed amendments to the City Charter to the voters; establishing early voting locations and polling places for this election; and making provisions for conducting the election. The amended ordinance modifies the election day voting locations for voting in the general and special election. (Presentación, posible acción y discusión sobre la modificación de la Ordenanza No. 2021-4281 ordenando que se celebren elecciones generales y especiales el 2 de noviembre de 2021 con el propósito de elegir al Miembro del Concejo Municipal Lugar 4 y el Lugar 6 del Concejo Municipal, presentando propuesta enmiendas a los Estatutos de la Ciudad para los votantes; el establecimiento de lugares de votación anticipada y lugares de votación para esta elección; y tomar las disposiciones necesarias para llevar a cabo la elección.)

Sponsors: Tanya Smith

Attachments: 1. English - Ordinance Amending Ordinance Number 2021-4281 09 13 21
2. Spanish - Ordinance Amending Ordinance Number 2021-4281 09 13 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 September 17, 2021 at 5:00 p.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."

September 23, 2021

Item No. 6.1.

5-Year Impact Fee Update Draft Land Use Assumptions, Capital Improvement Plans, and Cost Template

Sponsor: Jason Schubert, Carol Cotter

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding draft land use assumptions, capital improvement plans, and roadway costing template for the upcoming 5-year study updates of roadway, water, and wastewater impact fees.

Relationship to Strategic Goals:

- Financial Sustainability
- Core Services & Infrastructure
- Diverse & Growing Economy
- Improving Mobility

Recommendation(s): Staff requests feedback on the draft items so the study updates may be finalized for future consideration.

Summary: This item is to discuss and receive feedback regarding the draft land use assumptions (LUA) and capital improvements plans (CIP), and roadway costing template for the 5-year study updates of roadway, water, and wastewater impact fees.

The City adopted city-wide impact fees for roadway, water, and wastewater facilities in 2016. State law requires municipalities to consider updates to the impact fee studies every 5 years. Kimley-Horn & Associates, Inc. (KHA) has been contracted to perform the roadway impact fee study update and Freese and Nichols, Inc. (FNI) for the water and wastewater impact fee study updates.

An overview of impact fees for roadway, water, and wastewater was presented to the Builder & Developer Breakfast stakeholder group on July 29th and the Impact Fee Advisory Committee (IFAC) on August 5th.

As most stakeholder questions and concerns involved roadway impact fees, staff met with a development stakeholder group on August 23rd to discuss the draft LUA and CIP for roadway impact fees. The stakeholder feedback is summarized into 3 major themes: 1) some roadways should not be included until wastewater limitations are resolved; 2) major collectors/developer-built roads should be considered differently; and 3) roadways that have been completed or have City funds allocated toward them should not be included in the impact fee CIP. In response to the feedback, staff has revised the draft roadway CIP to remove Rock Prairie Road West that is west of Holleman Drive South and Holleman Drive South that is south of Rock Prairie Road West due to wastewater limitations within the next 10 years. Also, the amount of roadway the City is responsible for will be reduced in the study for those that are anticipated to be at least partially constructed by development. Staff does not recommend pursuing the third item that would remove roadways that have been constructed or have City funds allocated toward them. These roadways are eligible impact fee projects, have excess capacity that future development will use, and the City is paying debt service

toward them.

The IFAC was presented the draft LUA and CIP for each of the study updates on September 2, 2021. There was general agreement amongst IFAC on the draft documents including the revised approach for roadway impact fees. Some IFAC members expressed interest in more roadways being considered while another requested that additional roadways be removed and questioned some of the land use assumptions. Feedback from Council will be used to finalize the study updates so they may be presented to IFAC for their final comments in October and presented to Council in November for formal consideration and adoption.

Budget & Financial Summary: Budgetary implications are applicable and dependent upon the maximum assessable fee that will be calculated from the finalized land use assumptions and CIP list, the collection rate that City Council adopts, and the amount of development that occurs.

Attachments:

1. Roadway LUA draft
2. Water & Wastewater LUA draft
3. Roadway CIP Tracking Changes draft
4. Roadway Draft CIP
5. Water & Wastewater CIP draft
6. Roadway Costing Template

3. ROADWAY IMPACT FEE CALCULATION INPUTS

LAND USE ASSUMPTIONS

Purpose

Impact Fees are a mechanism for funding the public infrastructure necessitated by growth. In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development growth creating new infrastructure needs. In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for residential and employment growth projections within a municipality. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and development in the service area. The land use assumptions are then used in determining the need and timing of transportation improvements to serve future development.

The section documents the process used to develop the Land Use Assumptions for the City of College Station Impact Fee study. In accordance with Chapter 395 of the Texas Local Government Code, street impact fees must be calculated based on reasonable expectations of residential and employment growth within the next ten years (2021 – 2031). The following resources provided the information required to complete the Land Use Assumptions:

- Detailed historical building permit data
- Projected new developments and focus areas data
- Currently platted developments
- College Station Future Land Use Plan / Comprehensive Plan
- City of College Station Staff

Components of the Land Use Assumptions Chapter

The Land Use Assumptions include the following components:

1. **Impact Fee Study Service Areas** - Explanation of the divisions of College Station into service areas for roadway service areas.

2. **Land Use Assumptions Methodology** - An overview of the general methodology used to generate the land use assumptions.
3. **Ten-Year Growth Assumptions** - Walk-through of the growth projections for 2021 - 2031.

Impact Fee Study Service Areas

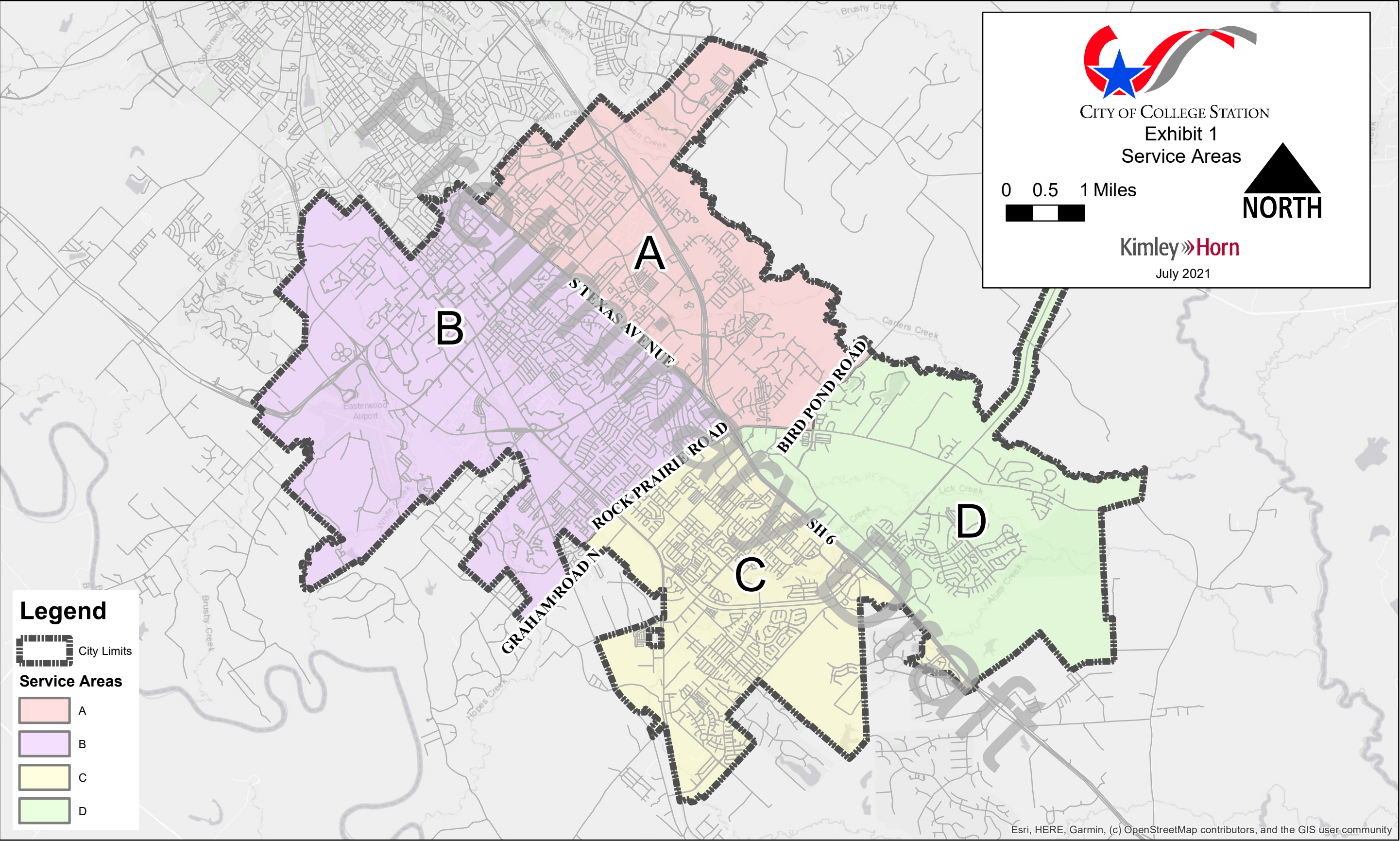
Service Area Definition

According to Chapter 395 of the Local Government Code, a Service Area refers to the area within the corporate boundaries or extraterritorial jurisdiction of the political subdivision to be served by the capital improvement or facilities specified in the Capital Improvement Plan. Funds collected in the specific service areas must be spent in the service area collected. Chapter 395 specifies that “the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles.” This resulted in the creation of four (4) service areas in the City of College Station. There is no change from the initial establishment of the service areas in the 2016 study except for minor changes due to City Limit modifications.

Roadway Impact Fee Service Areas

The geographic boundaries of the four (4) impact fee service areas for roadway facilities are shown in **Exhibit 1**. For roadway facilities, the service areas are limited to those areas within the current corporate limits. Therefore, areas within the extraterritorial jurisdiction (ETJ) are excluded from this study.

The service areas east/west boundary is Texas Avenue, while a combination of Rock Prairie Road, Graham Road, and Bird Pond Road compose the north/south boundaries. At locations where service area boundaries follow a thoroughfare facility, the proposed boundary is intended to follow the centerline of the roadway. In cases where a service area boundary follows the City Limits, only those portions of the facility within the City Limits area are included in the service area.



Land Use Assumptions Methodology

The following factors were considered in developing the residential and employment projections:

- Character, type, density, location and quantity of existing development;
- Growth trends;
- Location of vacant land;
- Future Land Use Map and Growth Areas;
- Physical restrictions (i.e. flood plains); and
- Planned development data.

The residential and employment estimates were all compiled in accordance with the following categories:

Residential Units - Number of residential dwelling units, including single-family and multi-family

Employment - Square feet of building area based on three (3) different classifications. Each classification has unique trip making characteristics.

Basic - Land use activities that produce goods and services, including those that are exported outside the local economy (i.e. manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses)

Service - Land use activities which provide personal and professional services such as government and other professional offices

Retail - Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented toward the household sector (i.e. grocery stores and restaurants)

The above categories in the Land Use Assumptions match those used to develop the City's travel demand modeling and are the broader land use categories that are used in the development of the assumptions for impact fees. In the calculation of the specific Street Impact Fee, a more specific and expanded classification based on the Institute of Transportation Engineers (ITE) Trip Generation Manual will be utilized.

Growth projections for the next 10 years (2021 – 2031) for the City of College Station were established using three data sources: known residential developments, specific focus areas, and other City-identified infill growth areas.

Known Residential Developments

The City provided existing data for known residential developments that was used to project for residential needs.

Specific Focus Areas

Four (4) focus areas of growth are projected to experience growth from 2021 – 2031 and based on information from the City detailed growth projects were developed. These four areas included University Drive East in Service Area A, Northgate and Research Valley BioCorridor in Service Area B, and Midtown in Service Area D.

City-Identified Infill Growth Areas

The City-identified infill growth areas consist of many locations, varying in size and land use of vacant land that would be infilled. Different land use densities or floor area ratios were applied based on the land use classification of each development identified in the Future Land Use Plan.

10-Year Growth Assumptions

Table 1 summarizes the growth projections by service area.

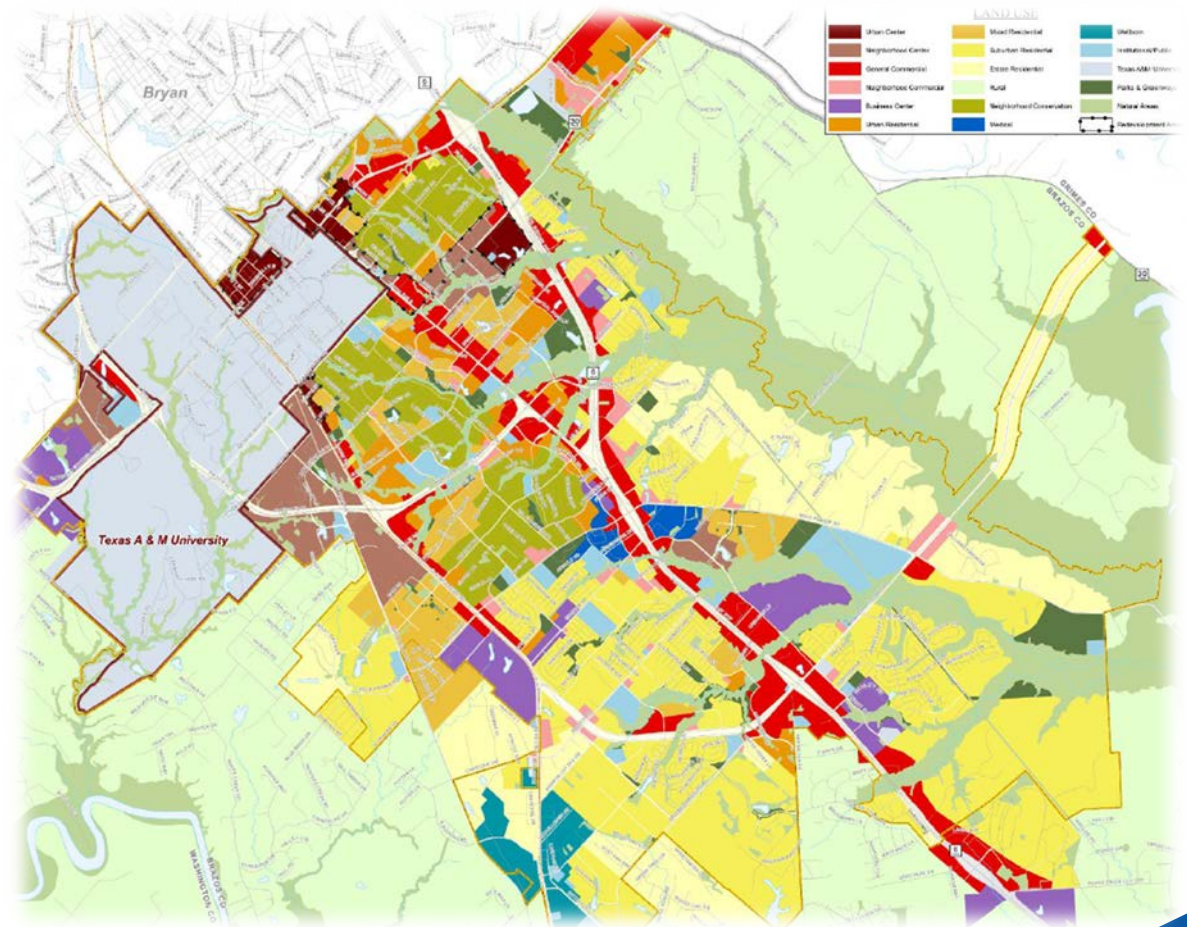
Table 1. Residential and Employment Land Use Assumptions Growth Projections (2021-2031)

Service Area	Single-Family (Units)	Multi-Family (Units)	Basic (Sq. Ft.)	Service (Sq. Ft.)	Retail (Sq. Ft.)
SA A	410	2,038	-	1,174,000	1,480,000
SA B	429	1,937	350,000	1,063,000	953,000
SA C	1,824	127	-	506,000	469,000
SA D	693	751	984,000	1,089,000	895,000
Total	3,356	4,853	1,334,000	3,832,000	3,797,000

For comparison purposes, College Station had 12,774 units of residential growth (single-family and multi-family) and approximately 8,000,000 square feet of employment growth (basic, service, and retail) from 2011 – 2020. College Station experienced record growth during this time period. Based on the next ten-year growth projections within College Station City Limits shows residential growth is projected to slow but employment is consistent.

Land Use Assumptions

- Establishes Infrastructure Demands used in Master Plans
- Population and Housing Unit Projections obtained from projected new developments
- Coordinating with Future Land Use Plan



*The
Next 10*

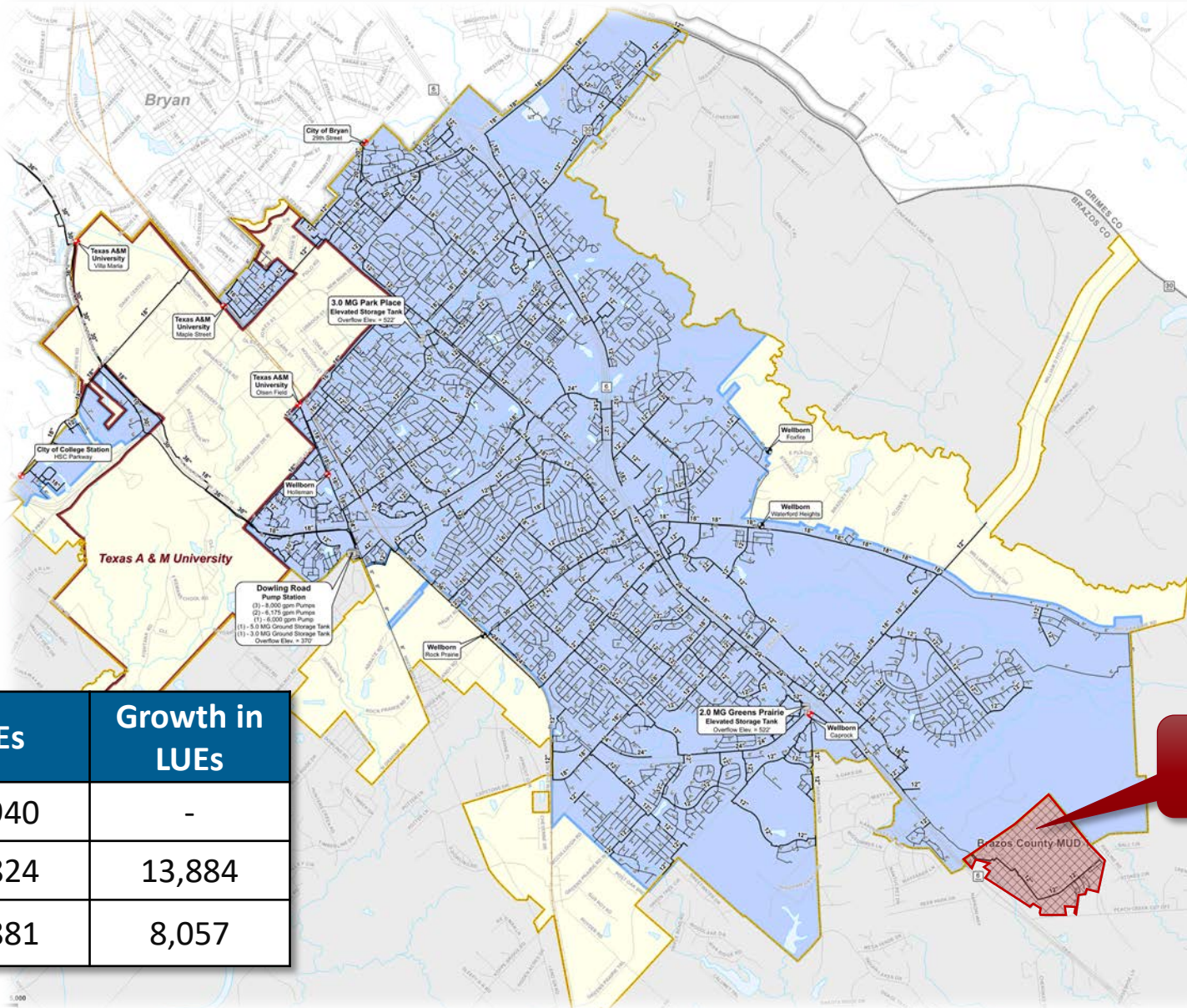
Evaluating Our
Comprehensive Plan

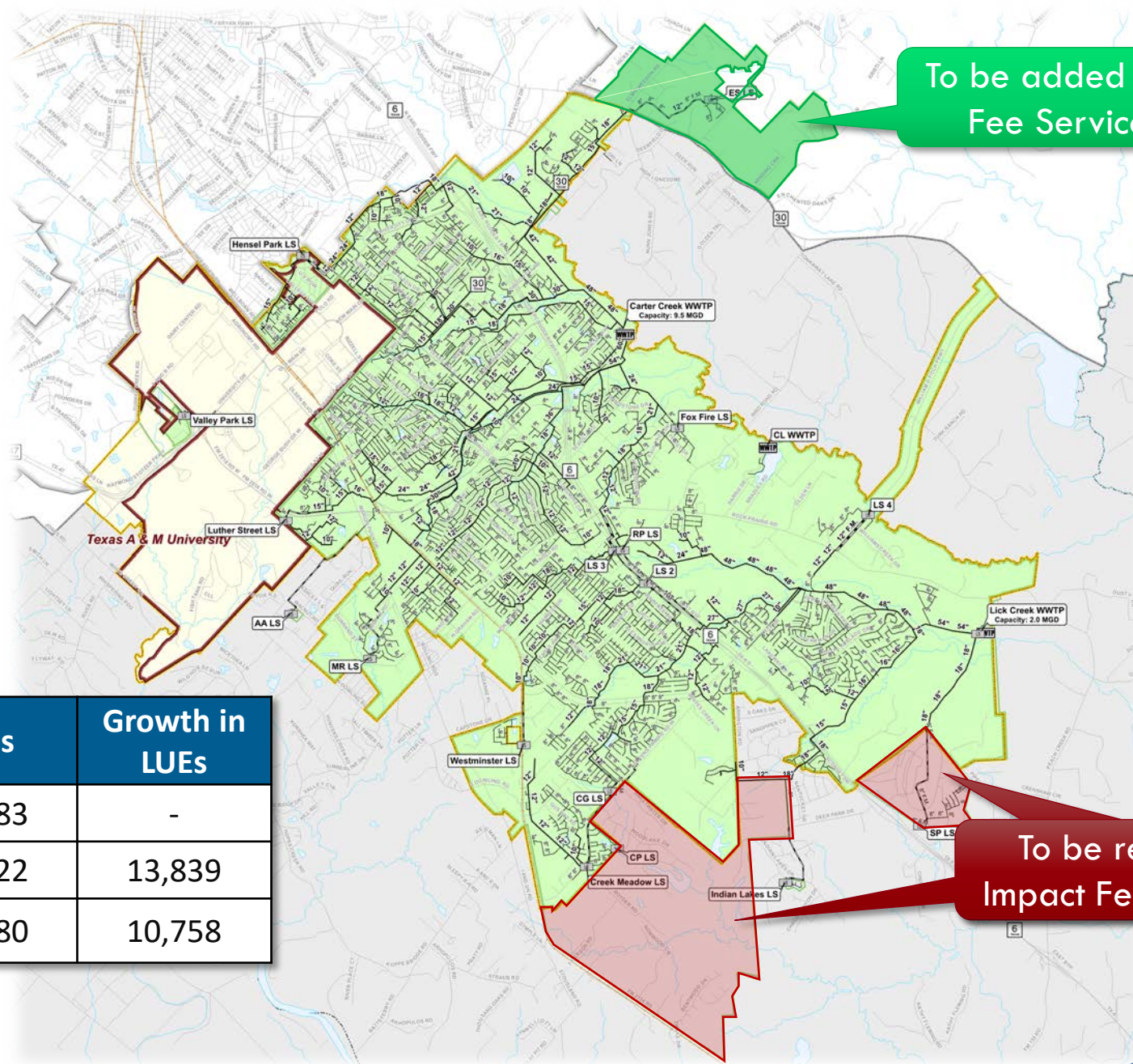
**2021
Water
Service Area**

**Impact Fee Service Area
to be reviewed by IFAC**

To be removed from
Impact Fee Service Area

Year	LUEs	Growth in LUEs
2021	55,940	-
2031	69,824	13,884
Buildout	77,881	8,057





To be added to Impact Fee Service Area

2021 Wastewater Service Area

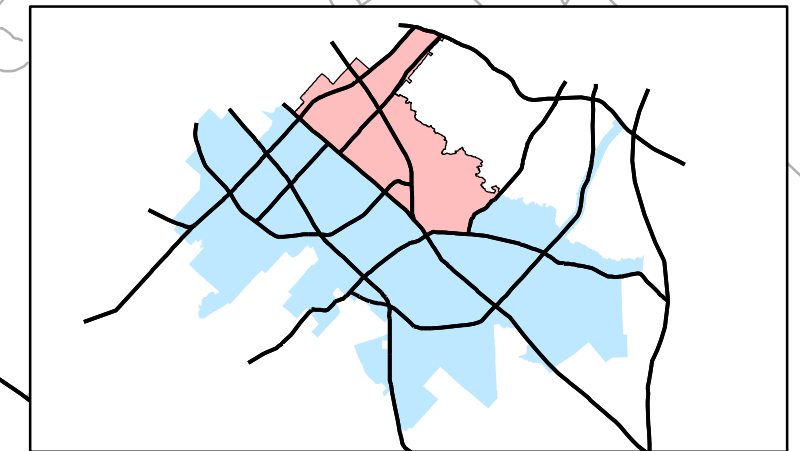
Impact Fee Service Area to be reviewed by IFAC

To be removed from Impact Fee Service Area

Year	LUEs	Growth in LUEs
2021	58,683	-
2031	72,522	13,839
Buildout	83,280	10,758

Legend

- — RETAIN - PROJECT IN EXISTING IMPACT FEE STUDY AND RETAINED IN UPDATED STUDY
- — ADDITION - PROJECT NOT IN EXISTING IMPACT FEE STUDY AND BEING ADDED WITH UPDATED STUDY
- — REMOVE - PROJECT IN EXISTING IMPACT FEE STUDY AND NOT RETAINED WITH UPDATED STUDY
- FUTURE - OTHER THOROUGHFARE PROJECTS NOT INCLUDED IN THE UPDATED STUDY





CITY OF COLLEGE STATION

Tracking Changes for Roadway Impact Fee

CIP - Service Area A

0 0.5 1 Miles

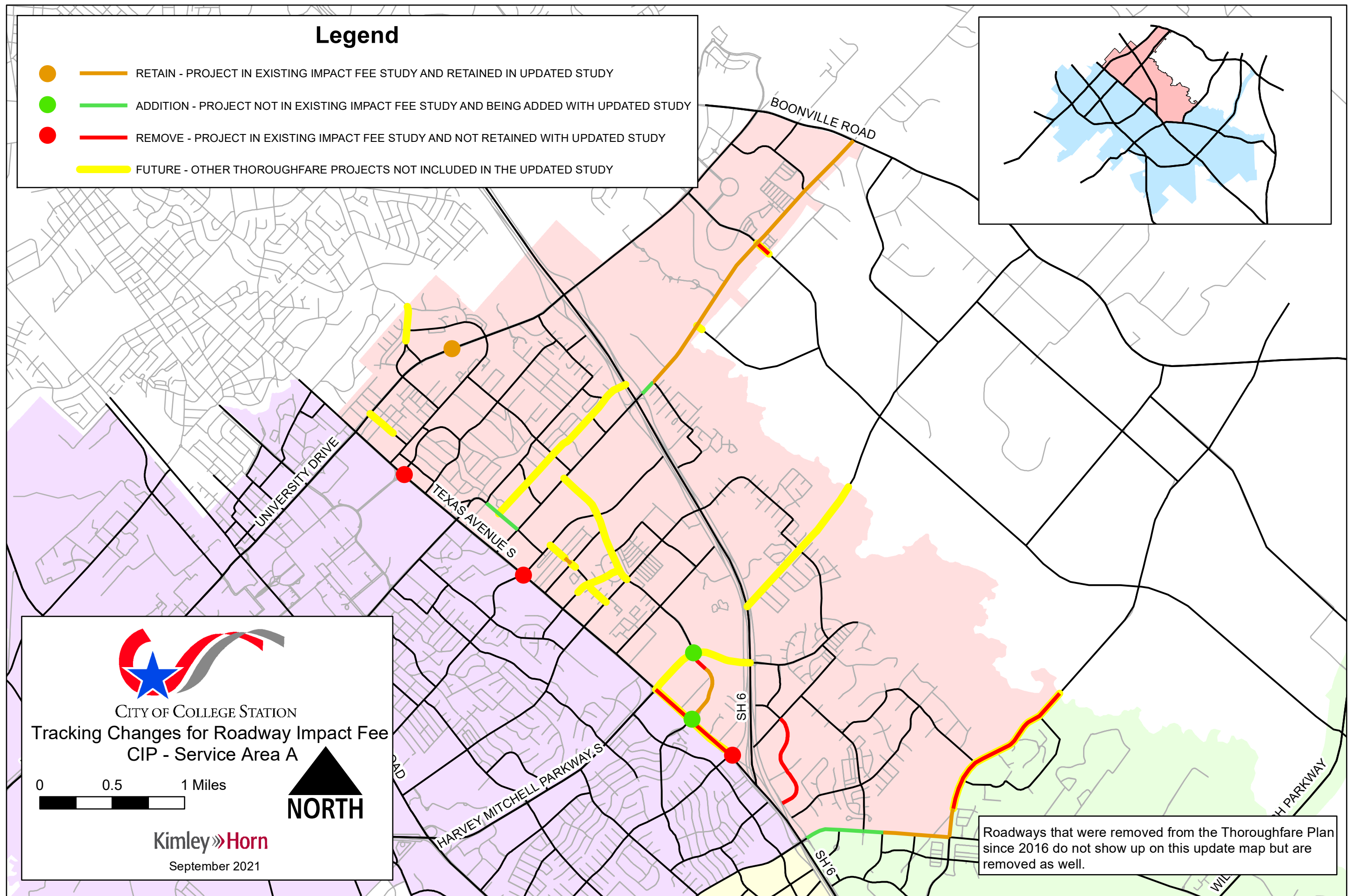




NORTH

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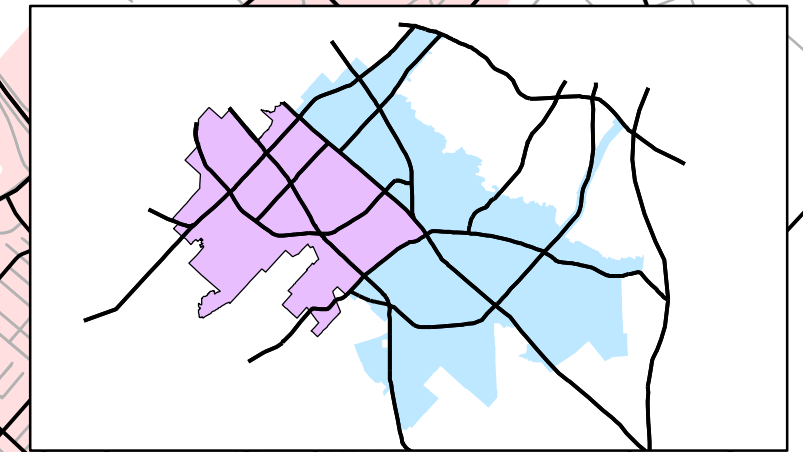
September 2021



Roadways that were removed from the Thoroughfare Plan since 2016 do not show up on this update map but are removed as well.

Legend

-   RETAIN - PROJECT IN EXISTING IMPACT FEE STUDY AND RETAINED IN UPDATED STUDY
-   ADDITION - PROJECT NOT IN EXISTING IMPACT FEE STUDY AND BEING ADDED WITH UPDATED STUDY
-   REMOVE - PROJECT IN EXISTING IMPACT FEE STUDY AND NOT RETAINED WITH UPDATED STUDY
-  FUTURE - OTHER THOROUGHFARE PROJECTS NOT INCLUDED IN THE UPDATED STUDY





CITY OF COLLEGE STATION

Tracking Changes for Roadway Impact Fee

CIP - Service Area B

0 0.5 1 Miles

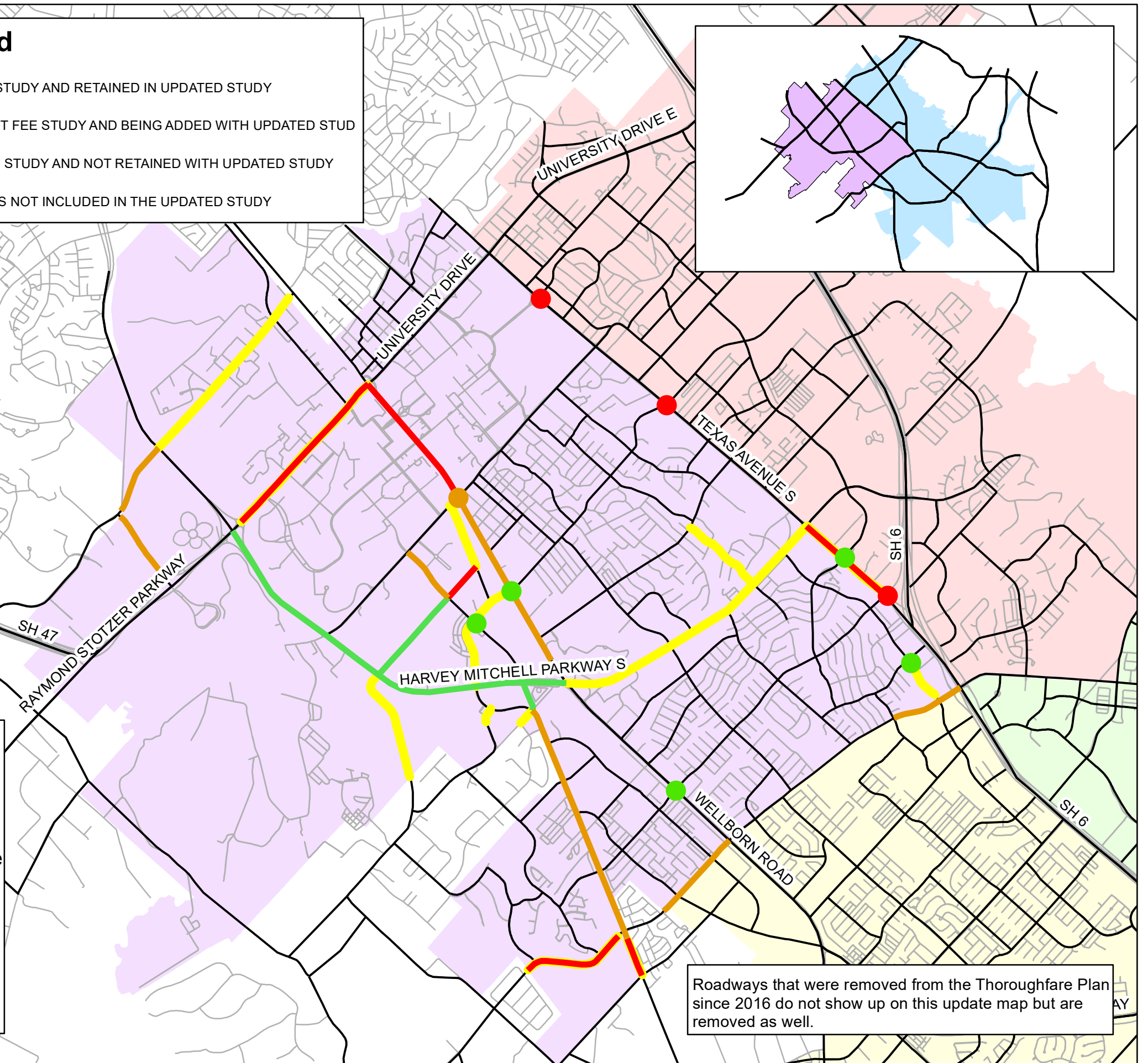




NORTH

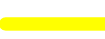
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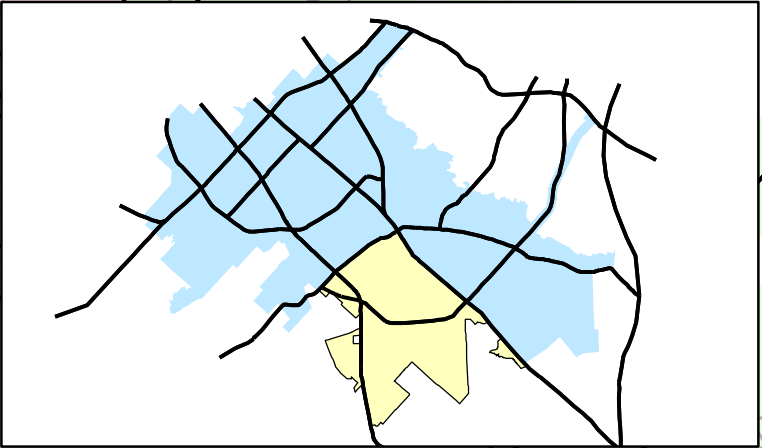
September 2021



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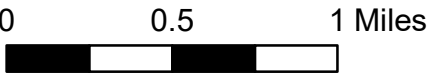
Legend

-   RETAIN - PROJECT IN EXISTING IMPACT FEE STUDY AND RETAINED IN UPDATED STUDY
-   ADDITION - PROJECT NOT IN EXISTING IMPACT FEE STUDY AND BEING ADDED WITH UPDATED STUDY
-   REMOVE - PROJECT IN EXISTING IMPACT FEE STUDY AND NOT RETAINED WITH UPDATED STUDY
-  FUTURE - OTHER THOROUGHFARE PROJECTS NOT INCLUDED IN THE UPDATED STUDY





CITY OF COLLEGE STATION
Tracking Changes for Roadway Impact Fee
CIP - Service Area C



0 0.5 1 Miles



NORTH



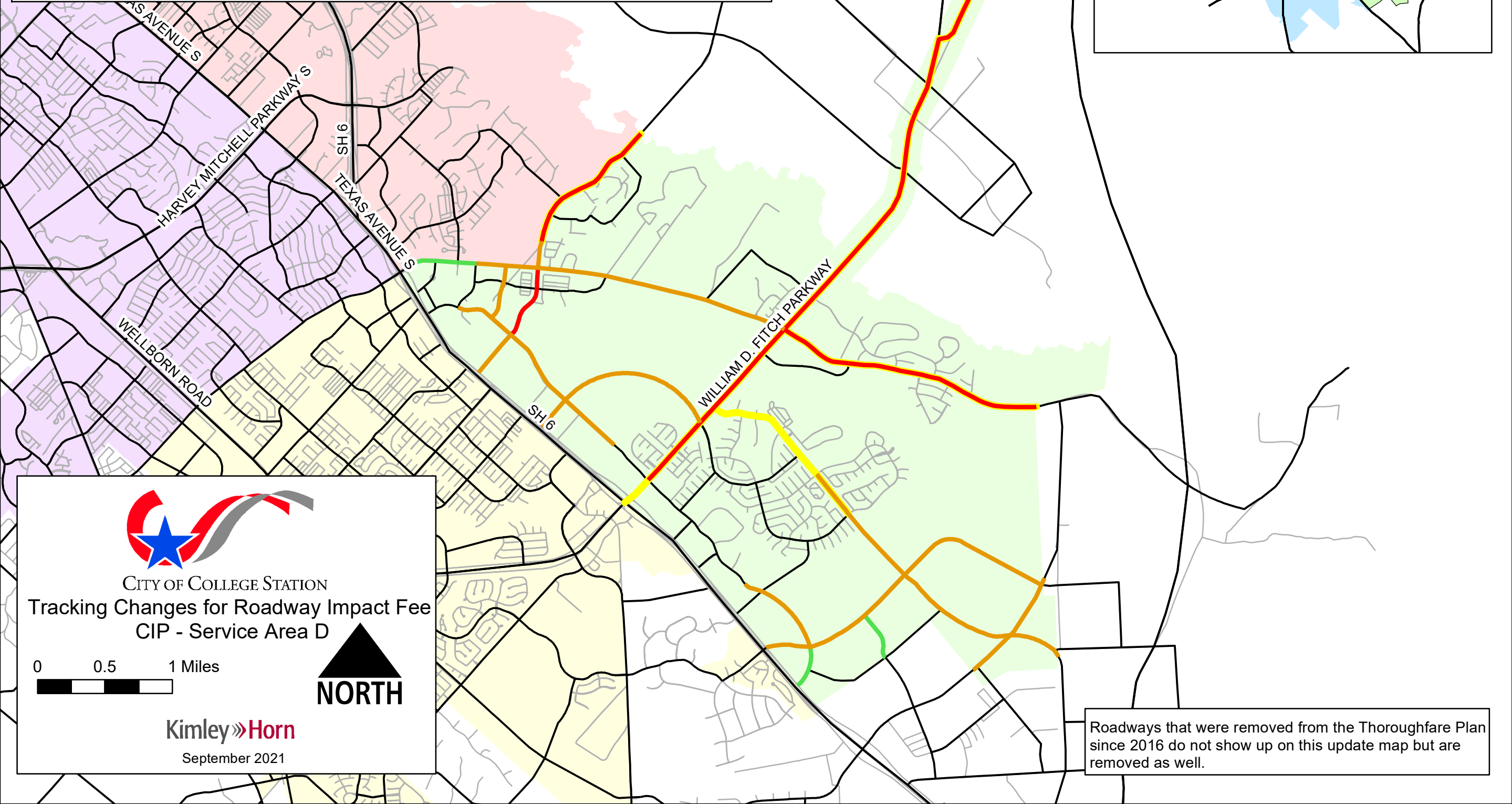
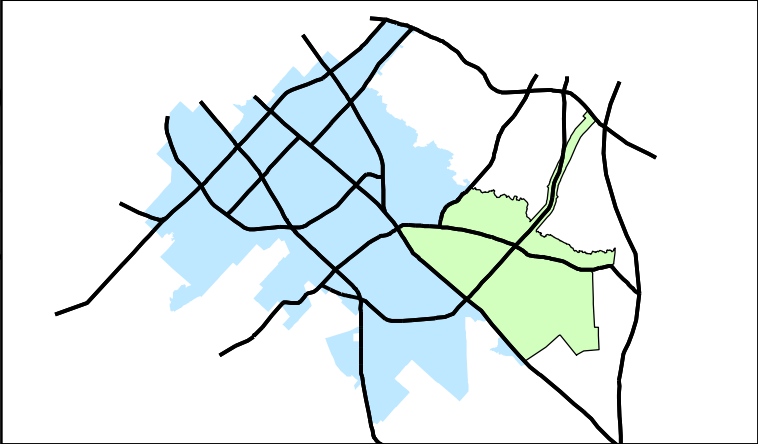
Kimley»Horn

September 2021

Roadways that were removed from the Thoroughfare Plan since 2016 do not show up on this update map but are removed as well.

Legend

- RETAIN - PROJECT IN EXISTING IMPACT FEE STUDY AND RETAINED IN UPDATED STUDY
- ADDITION - PROJECT NOT IN EXISTING IMPACT FEE STUDY AND BEING ADDED WITH UPDATED STUDY
- REMOVE - PROJECT IN EXISTING IMPACT FEE STUDY AND NOT RETAINED WITH UPDATED STUDY
- FUTURE - OTHER THOROUGHFARE PROJECTS NOT INCLUDED IN THE UPDATED STUDY



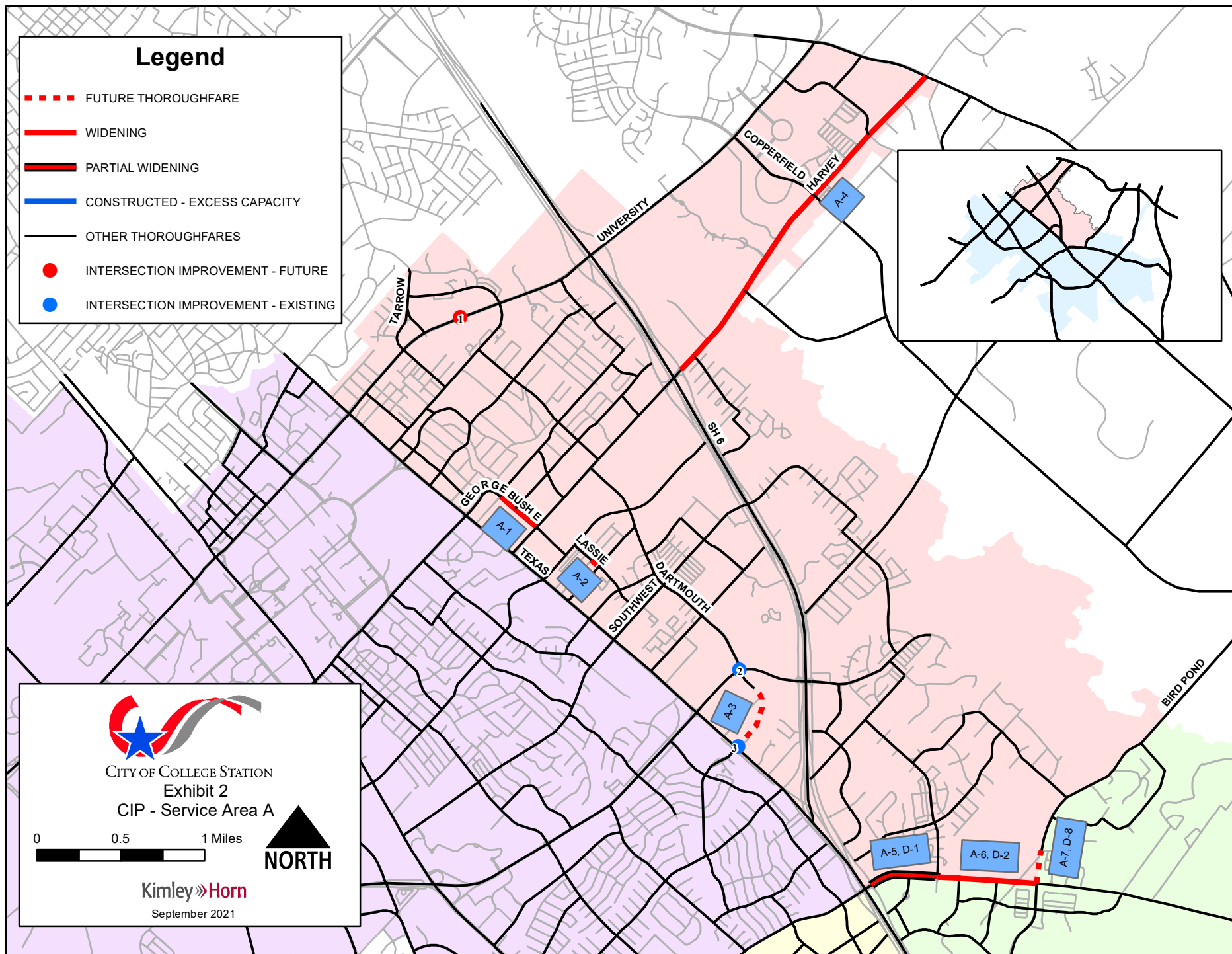
CITY OF COLLEGE STATION
Tracking Changes for Roadway Impact Fee
CIP - Service Area D

0 0.5 1 Miles



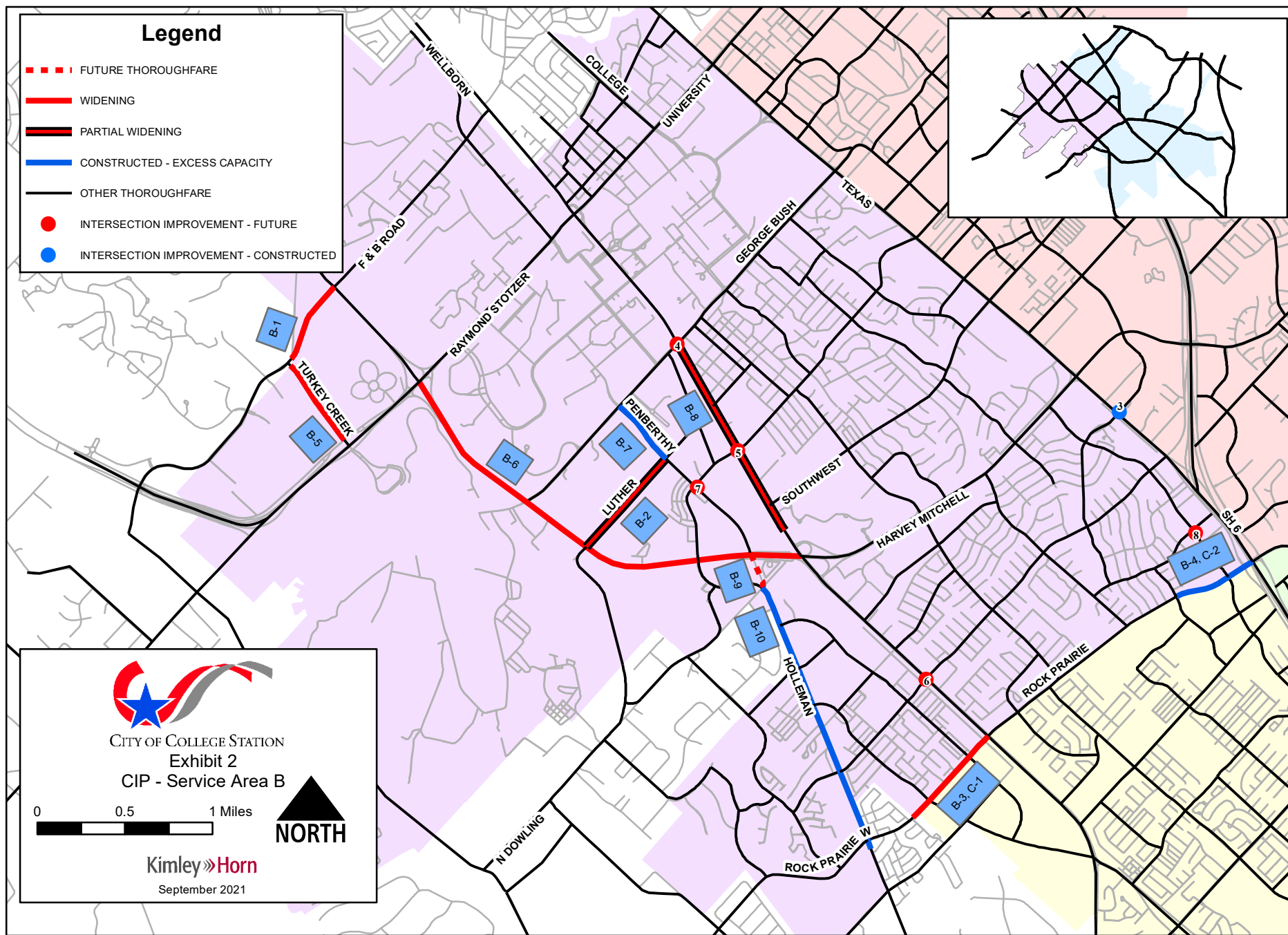
Kimley»Horn
September 2021

Roadways that were removed from the Thoroughfare Plan since 2016 do not show up on this update map but are removed as well.



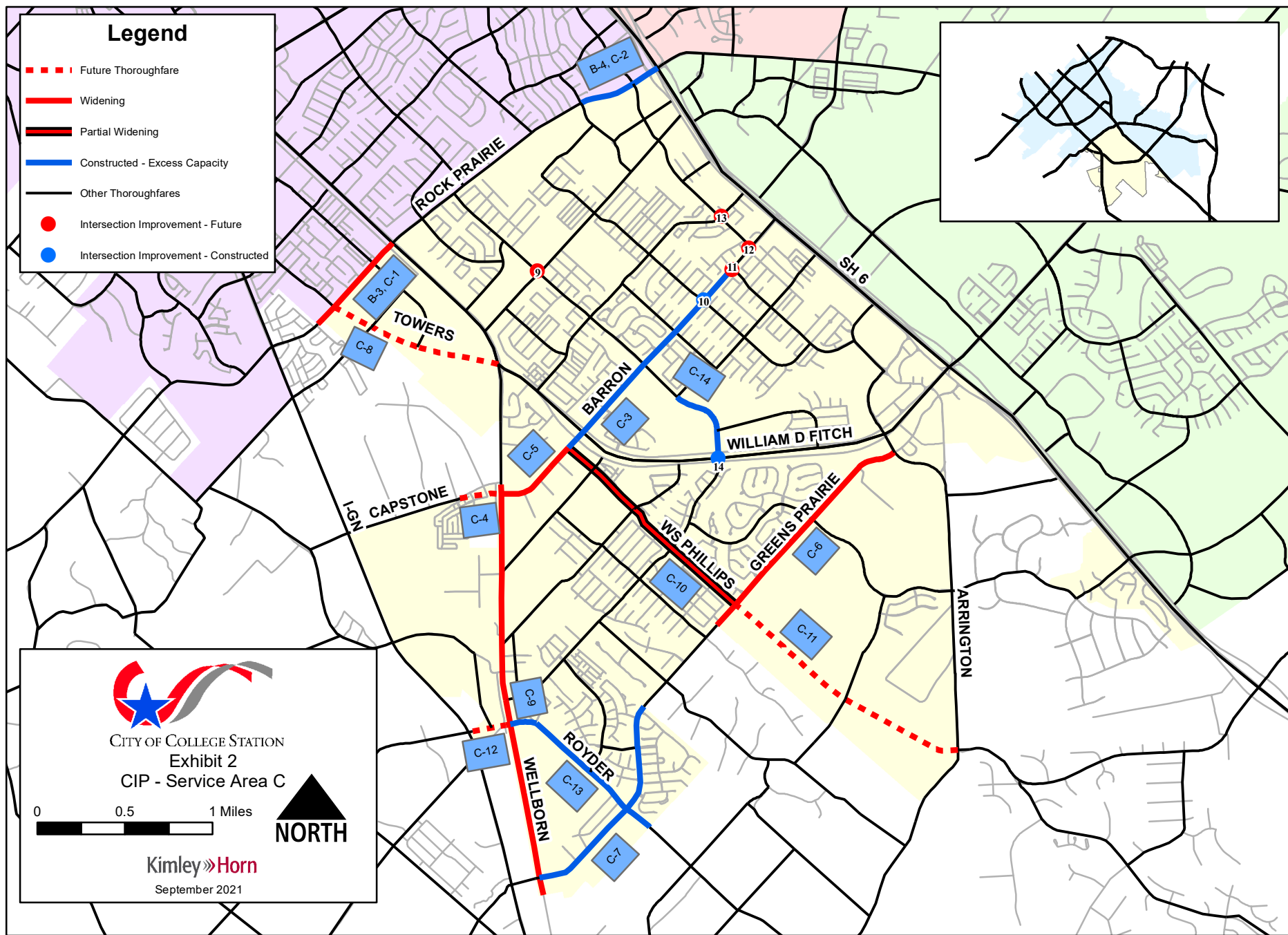
Service Area A - Draft Roadway Impact Fee Capital Improvement Projects

Project ID	Functional Class	Project	Limits		Project Type	Percent in Service Area
			From	To		
A-1	4 LANE MINOR ARTERIAL	GEORGE BUSH DRIVE E	DOMINIK DRIVE	HARVEY ROAD	WIDENING	100%
A-2	2 LANE MAJOR COLLECTOR	LASSIE LANE	STERLING STREET	MANUEL DRIVE	FUTURE	100%
A-3	2 LANE MAJOR COLLECTOR	DARTMOUTH STREET	720' S OF HARVEY MITCHELL PARKWAY S	TEXAS AVENUE S	FUTURE	100%
A-4	4 LANE MAJOR ARTERIAL - TxDOT	HARVEY ROAD	SH 6 NBFR	BOONVILLE ROAD	WIDENING	100%
A-5, D-1	4 LANE MAJOR ARTERIAL	ROCK PRAIRIE ROAD	SH 6 NBFR	STONEBROOK DRIVE	PARTIAL WIDENING	50%
A-6, D-2	4 LANE MAJOR ARTERIAL	ROCK PRAIRIE ROAD	STONEBROOK DRIVE	TOWN LAKE DRIVE	WIDENING	50%
A-7, D-8	4 LANE MAJOR ARTERIAL	BIRD POND ROAD	ROCK PRAIRIE ROAD	1055' E OF ROCK PRAIRIE ROAD	FUTURE	50%
Intersections						
1	UNIVERSITY DRIVE E AND UNIVERSITY TOWNE CENTER SIGNAL					100%
2	HARVEY MITCHELL PARKWAY S AND DARTMOUTH STREET					100%
3	TEXAS AVENUE S AND BROTHERS BOULEVARD					50%



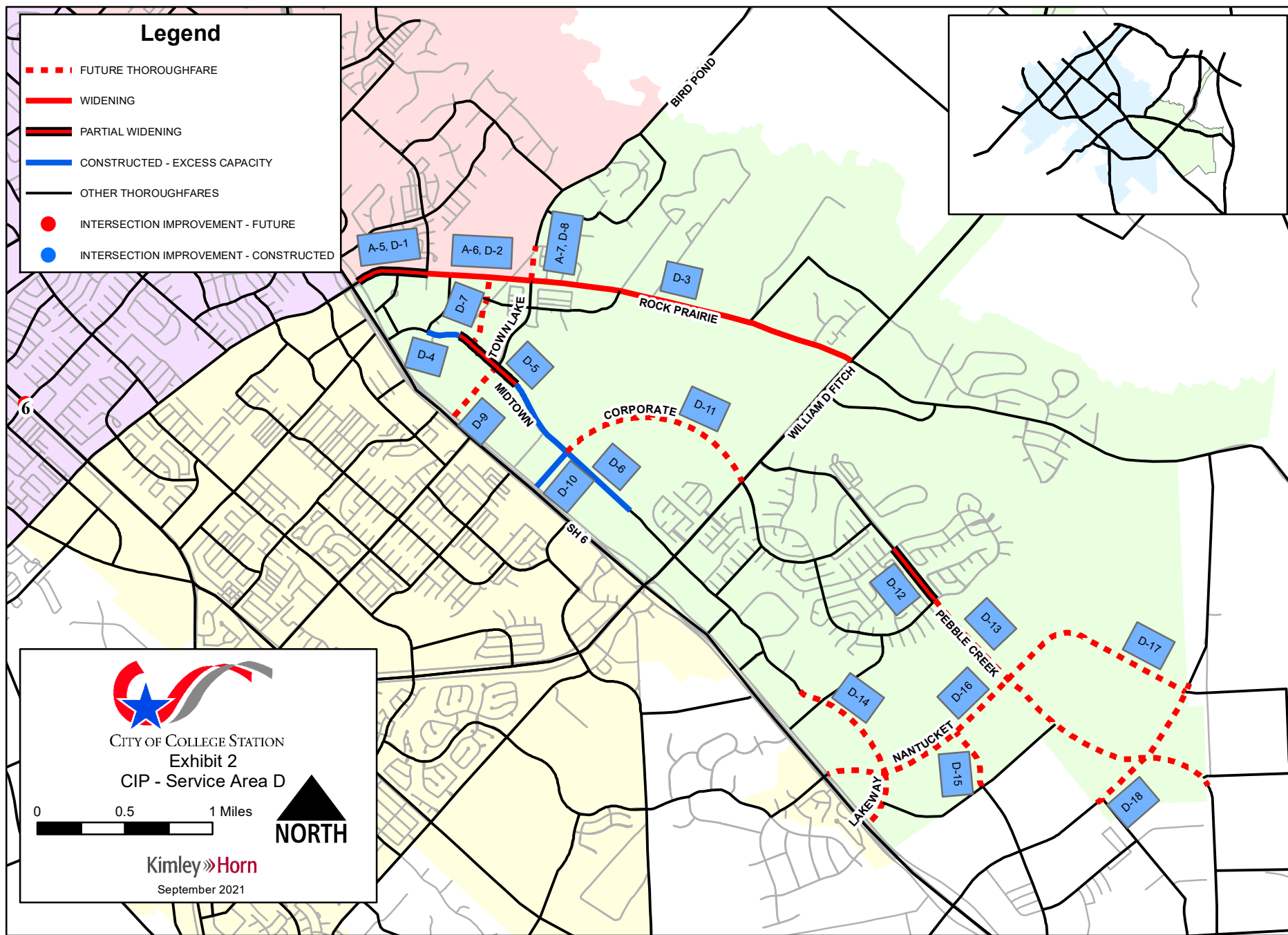
Service Area B - Draft Roadway Impact Fee Capital Improvement Projects

Project ID	Functional Class	Project	Limits		Project Type	Percent in Service Area
			From	To		
B-1	4 LANE MINOR ARTERIAL	F & B ROAD	160' E OF TURKEY CREEK ROAD	HARVEY MITCHELL PARKWAY S	WIDENING	100%
B-2	4 LANE MINOR ARTERIAL (1/2)	LUTHER STREET W	HARVEY MITCHELL PARKWAY S	JONES BUTLER ROAD	PARTIAL WIDENING	100%
B-3, C-1	4 LANE MINOR ARTERIAL	ROCK PRAIRIE ROAD WEST	715' W OF TOWERS PARKWAY	WELLBORN ROAD	WIDENING	50%
B-4, C-2	6 LANE MAJOR ARTERIAL	ROCK PRAIRIE ROAD	NORMAND DRIVE	SH 6	CONSTRUCTED	50%
B-5	2 LANE MAJOR COLLECTOR	TURKEY CREEK ROAD	2775' N OF RAYMOND STOTZER PARKWAY WBFR	RAYMOND STOTZER PARKWAY WBFR	WIDENING	100%
B-6	6 LANE MAJOR ARTERIAL - TxDOT	HARVEY MITCHELL PARKWAY S	RAYMOND STOTZER PARKWAY	WELLBORN ROAD	WIDENING	100%
B-7	4 LANE MINOR ARTERIAL	PENBERTHY ROAD	GEORGE BUSH DRIVE	LUTHER STREET W	CONSTRUCTED	100%
B-8	6 LANE MAJOR ARTERIAL - TxDOT	WELLBORN ROAD	GEORGE BUSH DRIVE W	940' N OF HARVEY MITCHELL PARKWAY S	PARTIAL WIDENING	100%
B-9	2 LANE MAJOR COLLECTOR	JONES BUTLER ROAD	HARVEY MITCHELL PARKWAY S	HOLLEMAN DRIVE S	FUTURE	100%
B-10	4 LANE MINOR ARTERIAL	HOLLEMAN DRIVE S	N DOWLING ROAD	290' S OF ROCK PRAIRIE ROAD W	CONSTRUCTED	100%
Intersections						
3	TEXAS AVENUE S AND BROTHERS BOULEVARD					50%
4	WELLBORN ROAD AND GEORGE BUSH DRIVE					100%
5	WELLBORN ROAD AND HOLLEMAN DRIVE					100%
6	WELLBORN ROAD AND DEACON DRIVE					100%
7	HOLLEMAN DRIVE W AND JONES BUTLER ROAD					100%
8	LONGMIRE DRIVE AND PONDEROSA DRIVE					100%



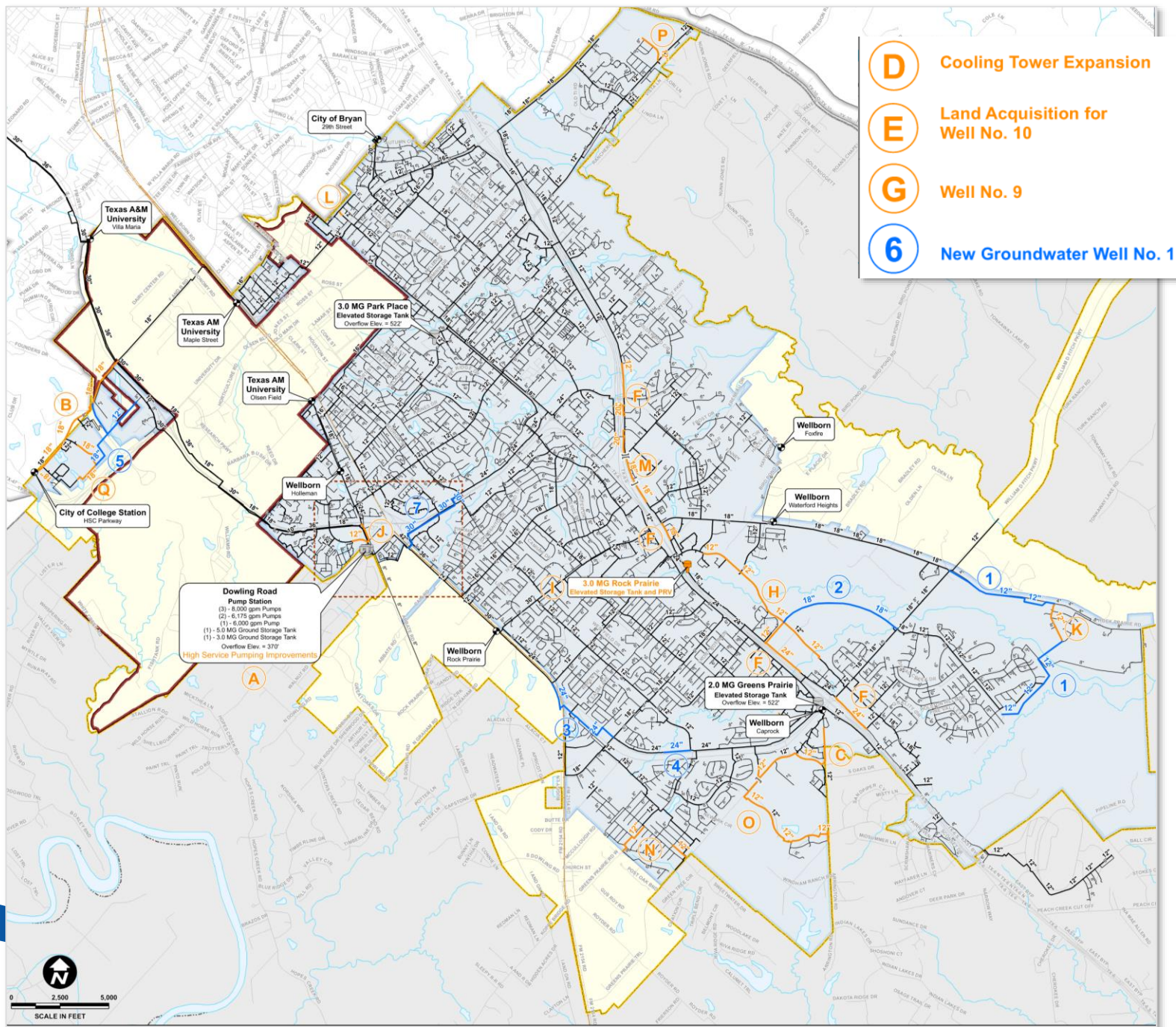
Service Area C - Draft Roadway Impact Fee Capital Improvement Projects

Project ID	Functional Class	Project	Limits		Project Type	Percent in Service Area
			From	To		
B-3, C-1	4 LANE MINOR ARTERIAL	ROCK PRAIRIE ROAD WEST	715' W OF TOWERS PARKWAY	WELLBORN ROAD	WIDENING	50%
B-4, C-2	6 LANE MAJOR ARTERIAL	ROCK PRAIRIE ROAD	NORMAND DRIVE	SH 6	CONSTRUCTED	50%
C-3	4 LANE MINOR ARTERIAL	BARRON ROAD	WS PHILLIPS PARKWAY	DECATUR DRIVE	CONSTRUCTED	100%
C-4	4 LANE MINOR ARTERIAL	CAPSTONE DRIVE	1265' W OF WELLBORN ROAD	WELLBORN ROAD	FUTURE	100%
C-5	4 LANE MINOR ARTERIAL	BARRON ROAD	WELLBORN ROAD	WS PHILLIPS PARKWAY	WIDENING	100%
C-6	4 LANE MINOR ARTERIAL	GREENS PRAIRIE ROAD	820' W OF WS PHILLIPS PARKWAY	ARRINGTON ROAD	WIDENING	100%
C-7	4 LANE MINOR ARTERIAL	GREENS PRAIRIE ROAD	WELLBORN ROAD	1290' E OF CREEK MEADOW BOULEVARD N	CONSTRUCTED	100%
C-8	4 LANE MAJOR ARTERIAL	TOWERS PARKWAY	ROCK PRAIRIE ROAD W	WELLBORN ROAD	FUTURE	100%
C-9	4 LANE MAJOR ARTERIAL - TxDOT	WELLBORN ROAD	CAPSTONE DRIVE	540' S OF GREENS PRAIRIE ROAD	WIDENING	100%
C-10	4 LANE MINOR ARTERIAL (1/2)	WS PHILLIPS PARKWAY	BARRON ROAD	GREENS PRAIRIE ROAD	PARTIAL WIDENING	100%
C-11	4 LANE MINOR ARTERIAL	WS PHILLIPS PARKWAY	GREENS PRAIRIE ROAD	ARRINGTON ROAD	FUTURE	100%
C-12	4 LANE MINOR ARTERIAL	ROYDER ROAD	I-GN ROAD	WELLBORN ROAD	FUTURE	100%
C-13	4 LANE MINOR ARTERIAL	ROYDER ROAD	WELLBORN ROAD	885' S OF GREENS PRAIRIE ROAD	CONSTRUCTED	100%
C-14	2 LANE MAJOR COLLECTOR	VICTORIA AVENUE	SOUTHERN PLANTATION DRIVE	WILLIAM D. FITCH PARKWAY	CONSTRUCTED	100%
Intersections						
9	GRAHAM ROAD AND VICTORIA AVENUE					100%
10	BARRON ROAD AND ALEXANDRIA AVENUE					100%
11	BARRON ROAD AND DECATUR DRIVE					100%
12	BARRON ROAD AND LONGMIRE DRIVE					100%
13	LONGMIRE DRIVE AND EAGLE AVENUE					100%
14	WILLIAM D. FITCH PARKWAY AND VICTORIA AVENUE SIGNAL					100%

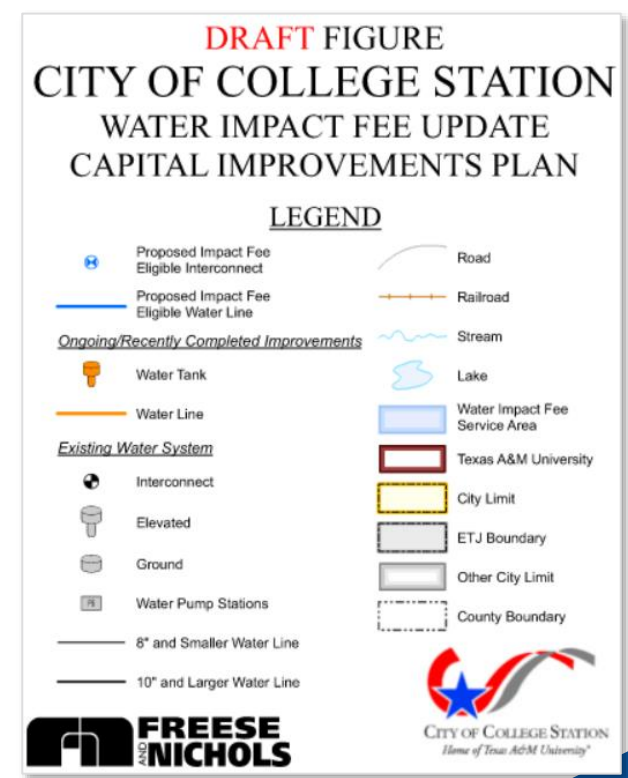


Service Area D - Draft Roadway Impact Fee Capital Improvement Projects

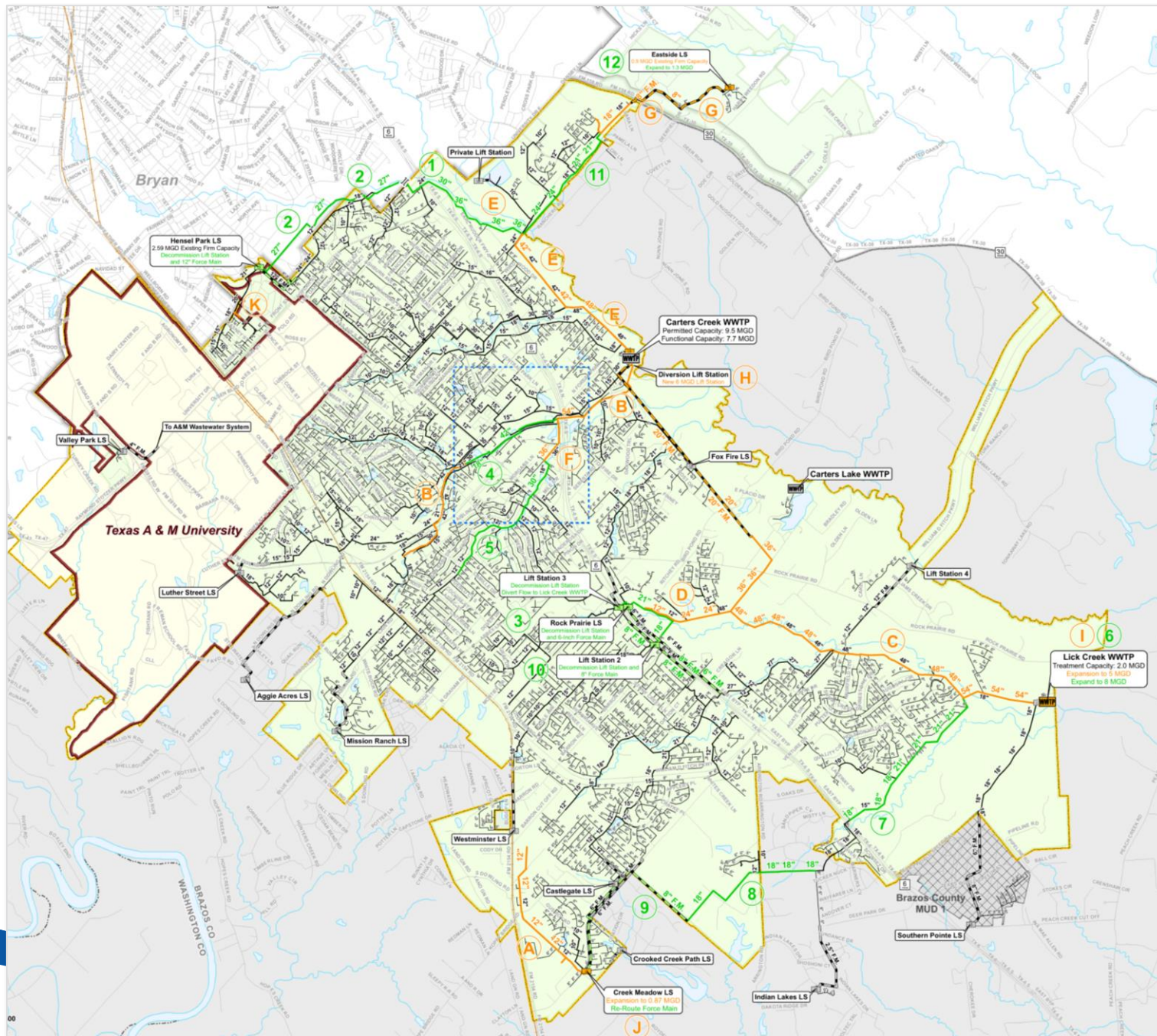
Project ID	Functional Class	Project	Limits		Project Type	Percent in Service Area
			From	To		
A-5, D-1	4 LANE MAJOR ARTERIAL (1/2)	ROCK PRAIRIE ROAD	SH 6 NBFR	STONEBROOK DRIVE	PARTIAL WIDENING	50%
A-6, D-2	4 LANE MAJOR ARTERIAL	ROCK PRAIRIE ROAD	STONEBROOK DRIVE	TOWN LAKE DRIVE	WIDENING	50%
D-3	4 LANE MAJOR ARTERIAL	ROCK PRAIRIE ROAD	TOWN LAKE DRIVE	WILLIAM D. FITCH PARKWAY	WIDENING	100%
D-4	4 LANE MINOR ARTERIAL	MIDTOWN DRIVE	MEDICAL AVENUE	990' E OF MEDICAL AVENUE	CONSTRUCTED	100%
D-5	4 LANE MINOR ARTERIAL (1/2)	MIDTOWN DRIVE	990' E OF MEDICAL AVENUE	800' S OF TOWN LAKE DRIVE	PARTIAL WIDENING	100%
D-6	2 LANE MAJOR COLLECTOR	MIDTOWN DRIVE	800' S OF TOWN LAKE DRIVE	2605' S OF CORPORATE PARKWAY	CONSTRUCTED	100%
D-7	2 LANE MAJOR COLLECTOR	DURHAM DRIVE	MIDTOWN DRIVE	ROCK PRAIRIE ROAD	FUTURE	100%
A-7, D-8	4 LANE MAJOR ARTERIAL	BIRD POND ROAD	ROCK PRAIRIE ROAD	1055' E OF ROCK PRAIRIE ROAD	FUTURE	50%
D-9	4 LANE MINOR ARTERIAL	TOWN LAKE DRIVE	SH 6 NBFR	MIDTOWN DRIVE	FUTURE	100%
D-10	2 LANE MAJOR COLLECTOR	CORPORATE PARKWAY	SH 6 NBFR	MIDTOWN DRIVE	CONSTRUCTED	100%
D-11	2 LANE MAJOR COLLECTOR	CORPORATE PARKWAY	MIDTOWN DRIVE	WILLIAM D. FITCH PARKWAY	FUTURE	100%
D-12	4 LANE MINOR ARTERIAL (1/2)	PEBBLE CREEK PARKWAY	ROYAL ADELADE DRIVE	ST ANDREWS DRIVE	PARTIAL WIDENING	100%
D-13	4 LANE MINOR ARTERIAL	PEBBLE CREEK PARKWAY	ST ANDREWS DRIVE	275' S OF LONE STAR LANE	FUTURE	100%
D-14	2 LANE MAJOR COLLECTOR	LAKEWAY DRIVE	1645' S OF GATEWAY BOULEVARD	SH 6 NBFR	FUTURE	100%
D-15	2 LANE MAJOR COLLECTOR	MATHER PARKWAY	NANTUCKET DRIVE	1920' S OF NANTUCKET DRIVE	FUTURE	100%
D-16	4 LANE MINOR ARTERIAL	NANTUCKET DRIVE	SH 6 NBFR	PEBBLE CREEK PARKWAY	FUTURE	100%
D-17	2 LANE MAJOR COLLECTOR	NANTUCKET DRIVE	PEBBLE CREEK PARKWAY	SOUTHERN POINTE PARKWAY	FUTURE	100%
D-18	4 LANE MINOR ARTERIAL	SOUTHERN POINTE PARKWAY	205' W OF PIPELINE ROAD	280' E OF NANTUCKET DRIVE	FUTURE	100%



2021 Water Impact Fee CIP



2021 Wastewater Impact Fee CIP



DRAFT FIGURE CITY OF COLLEGE STATION WASTEWATER IMPACT FEE UPDATE CAPITAL IMPROVEMENTS PLAN

LEGEND

Ongoing/Recently Completed Improvements

- Lift Station
- Wastewater Treatment Plant
- Wastewater Line
- Force Main

Impact Fee Eligible

- Lift Station
- Wastewater Line
- Force Main

Existing Wastewater System

- Lift Station
- Wastewater Treatment Plant



CITY OF COLLEGE STATION
Home of Texas A&M University

- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- Lake
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary



Wastewater Impact Fee Existing CIP

Project	Description of Project
A	Royder/Live Oak Sewer Service
B	Bee Creek Interceptor Phase 1, 2, and Design of 3
C	Lick Creek Trunk Line
D	Medical District Trunk Line Phase 1 (Participation Agreement)
E	Northeast Trunk Line Phase 1, 2, and Design of 3
F	Southwood Valley Trunk Line Phase 1
G	Eastside Gravity Line, Lift Station, and Force Main
H	Carters Creek Diversion Lift Station Phase 1
I	Lick Creek WWTP Phase 1 Expansion
J	Creek Meadows Lift Station Upsizing and Force Main
K	Nagle Student Housing Sewer Oversize Participation
L	2021 Impact Fee Update

Recently constructed improvements with excess capacity to accommodate growth

Water Impact Fee Existing CIP

Project	Description of Project
A	High Service Pumping Improvements
B	Bio-Corridor Water Line
C	Area 2 Water Line Extension
D	Cooling Tower Expansion
E	Well No. 10 Land Acquisition
F	SH 6 Water Line
G	Well No. 9 and Collection Line
H	Midtown Drive 12-Inch Water Line
I	3.0 MG Elevated Storage Tank and Pressure Reducing Valves
J	Dowling Road Pump Station North Water Line Replacement
K	The Crossing at Lick Creek Phase 1 – 3 Oversize Participation
L	Embassy Suites Water Line Oversize Participation
M	Brazos Valley Auto Complex Oversize Participation
N	Castlegate II Oversize Participation
O	Greens Prairie Oversize Participation
P	Summit Crossing Ph 3A Oversize Participation
Q	Traditions Water Oversize Participation
R	2021 Impact Fee Study

Wastewater Impact Fee Proposed CIP

Project Number	Project Name
1	30/36-Inch Northeast Interceptor Phase 3
2	27-Inch Northeast Interceptor Phase 4
3	Medical District Interceptor Phase 2
4	42/48-Inch Bee Creek Interceptor Phase 3
5	15/18/24/30/36-Inch Southwood Valley Interceptor Phase 2
6	Lick Creek WWTP Phase 2 Expansion (to 8.0 MGD)
7	Replacement 18/21-Inch Alum Creek Trunk Line
8	New and Replacement 18-Inch Alum Creek Trunk Line
9	8-Inch Creek Meadows Force Main Re-Routed to Alum Creek Trunk Line
10	Medical District Interceptor Phase 3
11	21/24-Inch Harvey Road Replacement Gravity Line
12	Eastside Lift Station Expansion (to 1.3 MGD)

Water Impact Fee Proposed CIP

Project Number	Project Name
1	New and Replacement 12-inch Rock Prairie Road Water Line
2	New 18-Inch Midtown Business Center Water Line
3	SH 40 Water Line Extension – Graham Road to Barron Road
4	SH 40 Water Line Extension - Sonoma Subdivision to Victoria Avenue
5	BioCorridor Water Line Improvements
6	Water Supply Well No. 10
7	Harvey Mitchel Parkway Water Line Replacement

City of College Station
2021 Roadway Impact Fee Study Update
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 8/19/2021

Project Information:		Description:	Project No. 11
Name:	Example Minor Arterial	This project consists of the construction of a 4-lane minor arterial.	
Limits:	ONE MILE		
Impact Fee Class:	4 LANE MINOR ARTERIAL		
Length (lf):	5,280		
Service Area(s):	TBD		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
109	Unclassified Street Excavation	21,120	cy	\$ 9.00	\$ 190,080
209	8" Lime Stabilization (with Lime @ 36#/sy)	41,067	sy	\$ 7.00	\$ 287,467
309	Reinforced Concrete Pavement with Integral Curb	38,720	sy	\$ 65.00	\$ 2,516,800
409	4" Topsoil	15,840	sy	\$ 4.00	\$ 63,360
509	6' Concrete Sidewalk	63,360	sf	\$ 6.00	\$ 380,160
609	Turn Lanes and Median Openings	4,987	sy	\$ 72.00	\$ 359,040
Paving Construction Cost Subtotal:					\$ 3,796,907
Major Construction Component Allowances**:					
	Item Description	Notes	Allowance	Item Cost	
✓	Traffic Control	Construction Phase Traffic Control	5%	\$	189,845
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	3%	\$	113,907
✓	Roadway Drainage	Standard Internal System	25%	\$	949,227
✓	Illumination		6%	\$	227,814
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	3%	\$	113,907
✓	Sewer	Minor Adjustments	2%	\$	75,938
✓	Landscaping and Irrigation		4%	\$	151,876
	Miscellaneous:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	1,822,515
				Paving and Allowance Subtotal:	\$ 5,619,422
				Construction Contingency:	15% \$ 842,913
				Mobilization	5% \$ 280,971
				Prep ROW	3% \$ 168,583
				Construction Cost TOTAL:	\$ 6,912,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 6,912,000
Engineering/Survey/Testing:		12%	\$ 829,440
Previous City contribution			
Other			
ROW/Easement Acquisition:	TBD		\$ -
Impact Fee Project Cost TOTAL:			\$ 7,741,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of College Station.

The planning level cost projections shall not supersede the City's design standards contained or the determination of the City Engineer for a specific project.

September 23, 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:
• September 9, 2021 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM090921 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
SEPTEMBER 9, 2021

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor – via remote

Council:

Bob Brick – Mayor Pro Tem, Presiding Officer
John Crompton
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 Pro Tem Brick via In-Person and Teleconference at 4:01 p.m. on Thursday, September 9, 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, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:02 p.m. on September 9, 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; and
 - 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; and

C. 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 6:04 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.

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Mayor Pro Tem Brick presented a proclamation to the La Villita Chapter of the Daughters of the American Revolution and proclaimed September 17-23, 2021, as Constitution Week.

6. Hear Visitors Comments

Mindy Austin, Publicity Volunteer with the Visual Art Society B/CS, presented a new community event that was made possible partly with hotel motel tax funds. It was created by the volunteers in our non-profit Visual Art Society (formerly Brazos Valley Art League). She went on to state this will be a self-paced and self-guided event showcasing museums, galleries, restaurants with art, murals, and sculptures in our community with a fun reception from 6 to 8pm on Sept. 11, 2021.

7. Workshop Items

7.1. Presentation, discussion, and possible action on the economic impact of using vegetation to reduce the heat island effect.

Michael Ostrowski, Planning and Development Director, stated that on April 8, 2021, the City Council requested staff to provide a workshop presentation on the economic impact of using vegetation to reduce the heat island effect. He explained that “heat islands” are urbanized areas that experience higher temperatures than outlying areas. Mr. Ostrowski presented information on what heat islands are, why they are important to understand, what can be done to reduce their effects, some initiatives that other communities are doing, and the advantages of using vegetation, such as tree canopies, to help mitigate the impact of them.

Impacts

- Increase energy consumption
- Elevated emissions of air pollutants and greenhouse gases
- Compromised human health and comfort
- Impaired water quality

General Strategies to Reduce the Effects

- Increasing tree and vegetative cover
- Creating green or cool / reflective roofs

- Using cool pavements

Things We Do Already

- Requirements for private development
 - Single-Family – Two trees
 - Multiple Family / Commercial - Landscaping point system and lineal foot – minimum of 50% of points to come from canopy trees
 - Buffers from adjacent properties
- All capital improvement projects require a 1%-2% landscape allowance
- Maintenance and replacement of street and facility trees
- Aggie Replant and Keep Brazos Beautiful to address gaps

Benefits of Increased Vegetation

- Shading and cooling the urban heat island / energy conservation
- Water filtration and retention
- Reducing air pollution and storing carbon
- Aesthetics
- Increasing property values

A majority of the City Council directed staff to bring this item back at a future meeting after developing a construct for addressing heat islands, with long- and short-term options for Council to consider.

7.2. Presentation, discussion, and possible action regarding bird blinds in Lick Creek Park.

Steve Wright, Parks and Recreation Director, stated that staff is bringing this item forward to allow the City Council the opportunity to discuss the potential installations of bird blinds in Lick Creek Park.

Key Factors

- Proposed Bird Blind Locations (Lick Creek Park & Nature Center)
- Reliable water source & daily feedings
- Sustainable, commercial grade & aesthetically pleasing

A majority of the Council directed staff to bring this item back with specific costs and funding options.

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.

Consent Item 8.3 was pulled for discussion.

(8.3): Kindra Fry, Senior Director-Sports, Tourism & Events, explained that \$150,000 HOT funds will be funding \$100,000 to Santa's Wonderland to create a marketing campaign to target individuals

living outside a 75-mile radius and generate hotel stays in College Station and \$50,000 goes to sponsor the Ice-Skating Rink.

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

- **August 26, 2021 Council Meeting**

8.2. Presentation, discussion, and possible action on Resolution No. 09-09-21-8.2 to approve a negotiated settlement agreement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the company's 2021 rate review mechanism filings with attached rate tariffs and proof of revenues.

8.3. Presentation, discussion, and possible action regarding the first renewal of a sponsorship agreement with Land of Lights, Inc., DBA Santa's Wonderland, in the amount of \$150,000.

8.4. Presentation, discussion, and possible action to authorize expenditure of funds for Fiscal Year 2022 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

8.5. Presentation, discussion, and possible action on Resolution No. 09-09-21-8.5 approving the City's investment policy, reviewing and recording changes to such policy and strategy, approving a collateral policy, and designating investment officers for fiscal year ending September 30, 2022, stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

8.6. Presentation, discussion, and possible action regarding Change Order No. 4 in the amount of \$50,789 to the construction contract with CSA Construction, Inc. for the Lick Creek Wastewater Treatment Plant Expansion project.

8.7. Presentation, discussion, and possible action to approve the third renewal of an annual contract for Professional Auditing Services with BKD, LLP for an amount not to exceed \$117,665.

8.8. Presentation, discussion, and possible action regarding a five-year Interlocal Agreement with Texas A&M University to equally share the costs of traffic control device deployment per the Texas A&M Post Football Game Traffic Control Plan with anticipated annual reimbursements of \$57,000 from Texas A&M.

MOTION: Upon a motion made by Councilmember Maloney and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2021-4294 for Budget Amendment 4 amending Ordinance No. 2020-4206 which will amend the budget for the 2020-2021 Fiscal Year in the amount of \$570,000.

Mary Ellen Leonard, Finance Director, stated that the proposed budget amendment is to increase the FY21 budget appropriations by \$570,000 primarily because of additional expenses related to pool damage from Winter Storm Uri and an increase in roadway repair costs. Revenue related to the increase in Sales Tax, Hotel Occupancy Tax, and the receipt of the ARPA Grant Funds are also included in this budget amendment. Below is a description of the items included on the proposed budget amendment. This amendment does not include any interfund transfers. If approved, the net revised budget appropriations will be \$372,582,045.

FY21 Budget Amendment #4 Detail Listing

- Sales Tax Revenue - \$7,000,000 (Budget Amendment)
- HOT Tax Revenue - \$1,800,000 (Budget Amendment)
- ARPA Funds Receipt \$14,739,163 (Budget Amendment)
- Electric Cash for Capital \$12,500,000 (REDUCTION – Budget Amendment)
- Parkland - \$320,000 (Budget Amendment)
- Roadway Maintenance Fund \$250,000 Budget Amendment

At approximately 7:27 p.m., Mayor Pro Tem Brick opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:28 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4294, on Budget Amendment 4 amending Ordinance No. 2020-4206 which will amend the budget for the 2020-2021 Fiscal Year in the amount of \$570,000. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding approving Ordinance No. 2021-4295 vacating and abandoning a 0.260 acre, 40-foot wide Stasny Lane right-of-way, said right-of-way lying approximately a quarter mile south of the intersection of Raintree Drive and Earl Rudder Freeway S Frontage Road East according to the conveyance deed recorded in Volume 103, Page 576, of the Official Records of Brazos County, Texas.

Anthony Armstrong, Planning and Development, stated that the right-of-way (ROW) abandonment is being requested by the applicant as a result of a desired change in the lot layout in this area. This originally conveyed ROW is no longer needed as a street, was never constructed in the area, and a standard public utility easement will suffice for the needs of the City's electrical infrastructure located in this area. The 0.260-acre ROW is located south of the intersection of Raintree Drive and Earl Rudder Freeway S Frontage Road East, in between the Providence Park and A&M Church of Christ properties.

At approximately 7:30 p.m., Mayor Pro Tem Brick opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:30 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4295, vacating and abandoning a 0.260 acre, 40-foot wide Stasny Lane right-of-way, said right-of-way lying approximately a quarter mile south of the intersection of Raintree Drive and Earl Rudder Freeway S Frontage Road East according to the conveyance deed recorded in Volume 103, Page 576,

of the Official Records of Brazos County, Texas. The motion carried unanimously.

9.3. Public Hearing, presentation, discussion, and possible action regarding approving Ordinance No. 2021-4296 vacating and abandoning a 0.158 acre portion of a 15-foot wide public utility easement, a 0.175 acre portion of a 15-foot wide public utility easement, and a 0.110 acre portion of a 20-foot wide electrical easement, said easements lying within the Science Park Subdivision located at 2501 Earl Rudder Fwy. South according to the plat recorded in Volume 14497, Page 239 and Volume 15012, Page 248 of the Official Records of Brazos County, Texas.

Anthony Armstrong, Planning and Development, stated that the three easements are being requested to be abandoned as the infrastructure located within these easements is no longer present or necessary. The two public utility easements being abandoned do not reflect the current location of the city waterline infrastructure, and the infrastructure within the electrical easement is being relocated to accommodate future development. A blanket easement currently covers the entire Science Park Subdivision apart from the Verabank property (Lot 3A, Block 1). The easements are in three locations surrounding the Westinghouse building in the Science Park (Providence Park) Subdivision located at 2501 Earl Rudder Fwy. South.

At approximately 7:32 p.m., Mayor Pro Tem Brick opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:32 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4296, vacating and abandoning a 0.158 acre portion of a 15-foot wide public utility easement, a 0.175 acre portion of a 15-foot wide public utility easement, and a 0.110 acre portion of a 20-foot wide electrical easement, said easements lying within the Science Park Subdivision located at 2501 Earl Rudder Fwy. South according to the plat recorded in Volume 14497, Page 239 and Volume 15012, Page 248 of the Official Records of Brazos County, Texas. The motion carried unanimously.

Mayor Pro Tem Brick recessed the City Council Meeting at 7:33 p.m.

The City Council Meeting reconvened at 7:42 p.m.

Items 9.4 and 9.5 presented has one item with separate public hearings and motions.

9.4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4297 amending the Comprehensive Plan Future Land Use and Character Map from Suburban Commercial to Urban for approximately 10 acres, generally located at 1660 Graham Road.

City Secretary, Tanya Smith, stated that item 9.5 has received a petition which has been verified and thus will require a majority three-quarters vote of council to approve the rezoning.

Alyssa Halle-Schramm, Planning and Development, stated that applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from Suburban Commercial to Urban on approximately 10 acres located west of the existing International Leadership of Texas public charter school campus. The subject property and properties to the north and east are primarily designated as Suburban Commercial on the Comprehensive Plan Future Land Use and Character

Map, while the properties to the west and south are General Suburban. Ms. Halle-Schramm explained that in February 2021, City Council denied a Comprehensive Plan Amendment request for Urban on the same parcel, as the former developer intended to develop a multi-family product. This request is accompanied by a rezoning request for a PDD Planned Development District with a T Townhouse base to allow for a transitional single-family residential use between the Dove Crossing Subdivision and the ILT charter school campus. This application also precedes the 10-year Comprehensive Plan update, which will eliminate the Urban land use designation and reclassify all properties that were previously designated as Urban. The new Mixed Residential land use will be the most appropriate for the townhouse uses proposed with this development.

The Planning and Zoning Commission heard this Comprehensive Plan Future Land Use and Character Map at their August 19, 2021, meeting where they voted unanimously to recommend approval. Staff also recommends approval of the request to Urban with the understanding that if this request is approved by City Council, the 10-year Comprehensive Plan update will necessitate a redesignation to Mixed Residential, which best reflects the proposed townhouse uses and inherently limits the scale and density of this development.

Alyssa Halle-Schramm, Planning and Development, went on to present the request to rezone approximately 10 acres of land adjacent to the Dove Crossing subdivision and located near the intersection of Graham Road and Longmire Drive from R Rural to PDD Planned Development District with a base zoning district of T Townhouse. In February 2021, City Council denied a Comprehensive Plan Amendment request for Urban on the same parcel. On August 2, 2021, the developer hosted a neighborhood meeting to gather feedback from the surrounding Dove Crossing and Bridle Gate residents. The meeting generated productive conversation regarding the residents' concerns about traffic, noise, light, and height of the structures. The PDD includes the developer's response to that feedback. The applicant offers the following as community benefits: a maximum of 11 dwelling units per acre; 5-foot landscaped buffer along shared property lines adjacent to Dove Crossing; and a maximum building height of 25 feet, measured at the eave.

The Planning and Zoning Commission heard the rezoning at their August 19, 2021, meeting where they voted unanimously to recommend approval. Staff also recommends approval of the rezoning.

Mrs. Halle- Schramm noted that after the P&Z meeting, a revised Concept Plan was submitted to show the emergency access points, as well as to provide further detail regarding the buffer areas. The buffer areas will include both a fence and vegetation. These items were discussed at the P&Z meeting but were not detailed on the Concept Plan. The revised Concept Plan was presented tonight and includes those details.

Crissy Hartl and Veronica Morgan, Mitchell and Morgan, came before council representing the applicant and spoke in favor of items 9.4 and 9.5.

At approximately 8:26 p.m., Mayor Pro Tem Brick opened the Public Hearing.

Kyle Bryant, College Station, came before council speaking for a group of individuals in opposition of this comp plan and rezoning. He stated that a petition he participated in protesting the rezoning was submitted and received at least 20% of the area of land within 200 feet. He believes this will not fill a need for affordable housing in the area nor be an owner-occupied development. Mr. Bryant went on to describe the occupancy of several similar developments in College Station, citing a 9.58% overall owner occupancy rate for those developments.

Andrew Spellman, College Station, stated that he is opposed to the rezoning and cited voter apathy towards elected officials who do not listen to citizens and approve projects like these, as a cause of low voter turnout.

Matthew Shipley, College Station, stated he is opposed to this item and is concerned about changes to his quality of life, property value, and traffic.

John Arlidge, no location given, came before council to state that he believes the developers have done their work and this item should be approved.

Catherine Higgins, College Station, came before council in opposition to this item citing access and congested streets in the area.

Dr. John (Jack) Rodden, College Station, came before council in opposition to this item stating that he believes the property could developed as currently zoned.

Garrett Makovicka, College Station, came before council to state his opposition based on concerns of increased traffic and the developing school adjacent to the development.

Kaitlyn Green, College Station, came before council in opposition stating that she believes the community would be negatively impacted.

Linda Lee, College Station, came before council in opposition to this item, believing that the property should be developed as currently zoned.

Holly Darby, College Station, came before council in opposition of this rezoning citing potential changes which could negatively impact the community.

Ashley Swope, College Station, came before council stating that she is a local realtor who believes that the city needs more affordable housing.

Daniel Greco, Houston, came before council stating that the current zoning is not the highest and best use of the property and is in favor of approval.

Jae-Jae Watson, College Station, came before council to state her opposition of this item based on community concerns.

Kendra Hudson, College Station, came before council is in favor of this item based on increasing the inventory of affordable housing in the area.

Amber Schafntiz-Sherman, College Station, came before council in opposition to this item citing additional traffic and concern for the children in the area. She believes the property could be developed into an equine therapy center.

Diane C. Bedford, College Station, came before council stated she is in opposition to this item based on protecting the character of the adjacent neighborhood and traffic concerns.

Vicki Lambert-Rodden, College Station, came before council to oppose this item based on keeping the community walkable.

Mary Elizabeth Estes, College Station, came before council in opposition to this item stating she believes that this another attempt to rezone the property at the expense of the adjacent property owners.

John Huffman, Developer, College Station, came before council in favor of this item stating this development was designed to address the previous failures of other developments by engaging the community and addressing concerns.

Taylor Sonney, College Station, came before council in opposition to this item citing traffic congestion and what he expects to be a low owner occupancy rate.

There being no comments, the Public Hearing was closed at 9:20 p.m.

Mayor Pro Tem Brick recessed the City Council Meeting at 10:15 p.m.

The City Council Meeting reconvened at 10:26 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Cunha, to adopt Ordinance No. 2021-4297, amending the Comprehensive Plan Future Land Use and Character Map from Suburban Commercial to Urban for approximately 10 acres, generally located at 1660 Graham Road. Councilmember Nichols and Councilmember Cunha withdrew their motion.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted four (4) for and three (3) opposed, with Councilmembers Crompton, Harvell and Maloney voting against, to postpone the ordinance, amending the Comprehensive Plan Future Land Use and Character Map from Suburban Commercial to Urban for approximately 10 acres, generally located at 1660 Graham Road to the second meeting in October 2021. The motion carried.

9.5. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4298 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 boundary from R Rural to PDD Planned Development District on approximately 10 acres of land generally located at 1660 Graham Road.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted four (4) for and three (3) opposed, with Councilmembers Crompton, Harvell and Maloney voting against, to postpone the ordinance, 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 boundary from R Rural to PDD Planned Development District on approximately 10 acres of land generally located at 1660 Graham Road to the second meeting in October 2021. The motion carried.

9.6. Presentation, discussion, and possible action on approval of Resolution No. 09-09-21-9.6 creating a tourism advisory committee.

Natalie Ruiz, Economic Development Director, stated that this resolution establishes the creation of a Tourism Advisory Committee to aid in the promotion and enhancement of the tourism industry in College Station. The goal of this committee is to provide direction to staff regarding the overall strategy and use of Hotel Occupancy Tax funds to drive events, activities, and quality-of-life amenities. The city will seek qualified individuals to serve on the committee with previous experience in the hotel/motel industry, the retail/restaurant industry, major tourist attractions, the Texas A&M University System, or other relevant tourism activities. The committee shall consist of ten (10) to fourteen (14) local individuals to evaluate and guide investments and strategically address potential growth areas in the College Station tourism economy. The City Manager or designee will have the authority to appoint, remove, and fill vacancies.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution No. 09-09-21-9.6, authorizing the creating a tourism advisory committee. The motion carried unanimously.

9.7. Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc Board of Directors.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to reappoint Mayor Karl Mooney to the Brazos Valley Solid Waste Management Agency, Inc Board of Directors. The motion carried unanimously.

9.8. Presentation, discussion, and possible action regarding Ordinance No. 2021-4299 consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

Bryan Woods, City Manager, stated that on September 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, July 2, 2021, and August 6, 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.

MOTION: Upon a motion made by Councilmember Maloney and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4299, consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency. The motion carried unanimously.

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.

Councilmember Maloney report on CSFD 50th Anniversary Celebration.

Mayor Pro Tem Brick reported on the Celebrating the Arts.

Mayor Mooney recognized reporter Megan Rodrigues with the Eagle and future endeavors.

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)

Nothing to report.

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 at this time.

14. Adjournment.

There being no further business, Mayor Pro Tem Brick adjourned the Meeting of the City Council at 11:02 p.m. on Thursday, September 9, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

September 23, 2021

Item No. 7.2.

Contract Renewal for Annual Electric Pad-Mount Equipment Repair and Restoration

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding the renewal of a contract with Utility Restoration Services, Inc. for annual pad-mount equipment repair and restoration in the amount of \$321,644.66.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: In 2013, College Station Utilities (CSU) began a program designed to extend the life of pad-mounted electrical equipment, including transformers, junction boxes, and switchgear, by addressing issues that can lead to premature failure such as rust, worn paint, fire ant mounds, weeds, and unlevel equipment. This contract will provide the necessary inspections and repair of electric pad-mounted equipment as funded in the budget. Performing this preventive maintenance on the pad-mounted equipment will reduce premature failures and the number of devices that have to be replaced each year while improving customer service by reducing extended, untimely outages to the customers served from these devices.

On August 22, 2019, contract 19300586 was awarded to Utility Restoration Services, Inc. This is the last of two renewals of this contract.

Budget & Financial Summary: Funds are budgeted and available in the Electric Capital Improvement Project Budget.

Attachments:

1. 19300586R2 URS Renewal Ltr - Agenda



August 9, 2021

ATTN: Mr. George Combs
Utility Restoration Services, Inc.
301 N. Austin St. Ste 402
Sequin, TX 78155

RE: Bid#19-069 Contract #19300586- Renewal #2
Annual Pad Mount Equipment Repair & Restoration

Dear Mr. Combs,

The City of College Station appreciates the services provided by Utility Restoration Services, Inc., this past year. We would like to exercise our option to renew the above referenced agreement for the term of October 1, 2021 through September 30, 2022, with a contract amount of Three Hundred Twenty-One Thousand Six Hundred Forty-Four and 66/100 dollars (\$321,644.66). This is the second and last renewal of two possible renewals for the new contract.

If this contract renewal meets your company's approval, please provide your confirmation for renewal via return email to rforsyth@cstx.gov, no later than August 16, 2021, close of business.

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

.....

CONTRACT # 19300586 RENEWAL 2 ACCEPTANCE

As indicated by the signatures below, the Parties acknowledge and agree to Contract #19300586, Renewal #2 Annual Pad Mount Equipment Repair and Restoration in accordance with all terms and conditions previously agreed to and accepted in the new contract, for an amount not to exceed Three Hundred Twenty-One Thousand Six Hundred Forty-Four and 66/100 dollars (\$321,644.66). Utility Restoration Services' contract renewal will become effective October 1, 2021, upon City Council review, approval, and execution of this renewal to contract #19300586 on September 23, 2021.

The Parties understand that this renewal term will be for the period beginning October 1, 2021, through September 30, 2022. This is the second and last renewal of two possible renewals for this contract.

UTILITY RESTORATION SERVICES INC. CITY OF COLLEGE STATION

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

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/CFO
Date: _____

September 23, 2021

Item No. 7.3.

Annual Price Agreement for Electric Outdoor Breakers for Substations, with an estimated annual expenditure for Anixter Inc. for \$119,110.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Electric Outdoor Breakers for Substations, with an estimated annual expenditure for Anixter Inc. not to exceed \$119,110.

Relationship to Strategic Goals:

Core Services and Infrastructure

Financial Sustainability

Recommendation(s): Staff recommends award of Bid #21-063 for the annual price agreement for Outdoor Breakers for Substations for Electric Warehouse to Anixter Inc., with an amount not to exceed \$119,110.

Summary: Staff issued Bid #21-063 on July 28, 2021, for Electric Outdoor Breakers for Substations. On August 19, 2021, two (2) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of needed specifications. The award for Electric Outdoor Breakers for Substations will be for a one-year (1) price agreement with an option to renew two (2) additional one (1) year contracts.

Upon Council approval, staff will issue a blanket contract to Anixter Inc., to be used by Electric Warehouse throughout the year.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued to staff.

Attachments:

1. 21-063 TABULATION OF RESPONSES

**BID#21-063 TABULATION
FOR
ELECTRIC OUTDOOR BREAKERS
FOR SUBSTATIONS**

Line #	Description	Mfgr	Mfgno	QTY	UOM	ANIXTER		Gexpro	
						Unit	Extended	Unit	Extended
1	Outdoor Breaker 15kV R3 1200 Amp Part# MB11130CCMH5KMZ402Type R-MAG Three Phase Air Insulated Magnetically Actuated, Vacuum Circuit Breaker. Per Specs beginning on page 14	ABB	MB11130CCMH5KM Z402	3	EA	\$27,250.00	\$81,750.00	\$749,952.16	\$2,249,856.48
2	Outdoor Breaker 15kV R3 3000 Amp Part# MB11440PPMH5KMZ401Type R-MAG Three Phase Air Insulated, Magnetically Actuated, Vacuum Circuit Breaker	ABB	MB11440PPMH5KM Z401	1	EA	\$37,560.00	\$37,560.00	\$37,328.02	\$37,328.02
						Total Price	\$119,310.00	Total Price	\$2,287,184.50

September 23, 2021

Item No. 7.4.

Property Casualty, Excess General Liability and Excess Workers' Compensation policies for Fiscal Year 2022

Sponsor: Alison Pond, Director of Human Resources

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, and Unmanned Aircraft liability and property. FY22 premiums for all lines of coverage are not to exceed \$844,000.

Relationship to Strategic Goals:

Good Governance, Financially Sustainable City

Recommendation(s): The City of College Station Human Resources and Risk Management Department recommends approval of the above referenced insurance policies for the period October 1, 2021 to October 1, 2022.

Summary: Risk Management completed applications to solicit proposals for Excess Liability, Workers' Compensation and Excess Liability, Property/Boiler & Machinery, Commercial Crime, Auto Physical Damage, UAV liability and property; EMT Liability and Cyber Liability. Sole Broker of Record McGriff Insurance submitted the City's applications to multiple carriers and evaluated all proposals submitted, including incumbents.

The City's property program had a total insured value increase of 2.9 percent, and the carrier's rate increased 18 percent for Property, Mobile Equipment, Boiler & Machinery and Fleet Catastrophic Loss, resulting in a premium increase of 20.9 percent. Excess Liability coverage had a premium increase of 8.9 percent, including animal mortality coverage for CSPD canines. Excess Workers' Compensation coverage saw a rate increase of 21.3 percent. The City's vehicle schedule expanded and there were significant losses in FY21, resulting in a 23 percent premium increase. EMT liability coverage rates increased five percent driven by the market, with no premium increase based on exposures (number of ambulances). Commercial crime coverage rates increased 16 percent, based on the hardened market brought about by the pandemic and business interruption losses. The cyber liability market has experienced the greatest number of losses in the industry, resulting in a premium increase of 88.7 percent based on the hardened market, coverage enhancements and increased exposures. Coverage continues for the City's Unmanned Aircraft (UAV) Fleet with a ten percent market-based rate increase with no additional exposures. The City's fleet now consists of six FAA-approved aircraft managed by the College Station Fire and Police Departments. Liability and hull coverage is included.

Overall, FY22 insurance premiums increased \$137,536.24 over FY21 or approximately 19.5 percent.

Budget & Financial Summary: Funds are available in the FY22 budget in the Property/Casualty Fund and the Workers' Compensation Fund.

Attachments:

None

September 23, 2021

Item No. 7.5.

Funding agreement between the City of College Station and the Amber Alert Network Brazos Valley for FY22

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Amber Alert Network Brazos Valley for FY22 in the amount of \$5,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2021-2022 budget process the City Council approved funding for the Amber Alert Network Brazos Valley in the amount of \$5,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2021-2022 General Fund.

Attachments:

1. General Fund Funding Agreement AmberAlert



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300004 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: City of College Station Funding Agreement For Payment and Use of General Funds with Amber Alert Network Brazos Valley

Name of Contractor: Amber Alert Network Brazos Valley

CONTRACT TOTAL VALUE: \$ 5,000 **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)
Funding for this contract was approved in the FY22 Budget and is available in the General Fund.

Budget Code 10019100-6720 GF-ND-Exp-Nonoper-Contrib

CRC Approval Date*: _____ **Council Approval Date*:** 9/23/21 **Agenda Item No*:** _____
(If required)*

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

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

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 _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
AMBER ALERT NETWORK BRAZOS VALLEY**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and **Amber Alert Network Brazos Valley**, a Texas Nonprofit Corporation (“Agency”).

WHEREAS, Amber Alert has the objective of providing emergency messaging including utilization of various communication devices including flyers, cell phones, social media, and traditional media partnerships, etc. to advise and gather information throughout Texas, the United States and beyond when a child has been abducted or is otherwise in imminent danger; and

WHEREAS, City finds it to be in the best interest of the general public and citizenry to support such efforts; and

WHEREAS, the City desires to assist Agency by providing funding under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Amber Alert Network Brazos Valley, a Texas Nonprofit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Amber Alert Services includes any and all costs including personnel and equipment directly related to the Statement of Work set forth in this Agreement.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the term of this Agreement, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports and other relevant financial information relating to the funding provided by City.

1.6 Program Period. October 1, 2021 through September 30, 2022.

1.7 Statement of Work. The description of Agency services for which the City funding will be used and as described in this Agreement.

ARTICLE II STATEMENT OF WORK

2.1 General. The Statement of Work for Agency is as follows: Agency provides emergency messaging including utilization of various communication methods and devices including flyers, cell phones, social media, and traditional media partnerships, other data-related devices, to share and gather information from the general public throughout Texas, the United States and beyond when a child has been abducted or is otherwise in imminent danger; responds on-site to assist with public alerting when requested; provides training related to missing, abducted and exploited children; and builds partnerships with and coordinates with various law enforcement agencies as appropriate in fulfilling its mission as described. The Agency provides the personnel and equipment necessary in fulfilling its mission.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **FIVE THOUSAND DOLLARS AND 0/100 CENTS (\$5,000)** from the City's General Fund. The appropriated funds shall be used during or for the period of **October 1, 2021 to September 30, 2022.**

3.2 Annual Payment from City to Agency will be made within Sixty (60) days from the Effective Date of this Agreement but not before commencement of the Program Period.

ARTICLE IV RECORDS AND REPORTS

4.1 Financial Records. Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of City funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Financial Activity Report. The Financial Activity Report from Agency to City must be timely completed and received within Sixty (60) days from the end of the term of this Agreement. The Financial Activity Report must show how City funds were spent and must be timely completed and received otherwise Agency agrees to reimburse City within Sixty (60) days from written notice of same.

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Financial Audit or Compilation Report.. A copy of the Agency financial audit shall be made available to City no later than Sixty (60) days following Agency's receipt of same. In the event there is no financial audit conducted then a Compilation Report prepared by a reputable third party Certified Public Accountant shall be acceptable.

4.6 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.7 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend one (1) appointee to serve on the Board of Directors of the Agency during the program year as vacancies occur. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement begins upon the approval of both parties and terminates upon fulfillment of the obligations of the parties herein.

6.2 Termination.

(a) For Convenience. This Agreement may be terminated by either party for convenience by giving sixty (60) days advance written notice.

(b) Funding Out. This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated and Agency shall have no right or legal recourse with respect to the funding.

(c) Breach. Upon advance written notice of the breach and after a Sixty-day period to cure, the non-breaching party may terminate this Agreement.

(d) Reimbursement. In the event this Agreement is terminated by either party pursuant to §6.2.a, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove up to the amount of the funding contracted for herein. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in the Statement of Work.

6.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of either of the following events:

(a) The termination of the legal existence of Agency; or

(b) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating

party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Financial Activity Report upon Termination. Upon termination of this Agreement for any reason, Agency will provide City within Sixty (60) days, a full accounting of all expenditures not previously reviewed by City in the same form as the Financial Activity Report but covering only the program period during which this Agreement was in effect.

6.6 Refund of Funds. In the event that this Agreement is terminated Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within Sixty (60) days after termination of this Agreement or within Sixty (60) days from City's written request. Only those expenditures authorized under the Statement of Work, which are actually incurred during or for the Program Period for personnel and equipment are eligible for funding herein, and ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency shall indemnify, hold harmless, and defend the City, its Council members, officials, 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded under this Contract. 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

(this section left intentionally blank)

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization relating to the Statement of Work. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments relating to the Statement of Work for which City funds are used.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in the Statement of Work shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

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

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

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

9.15 Invalid Provisions. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Debra Matthews
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Amber Alert Network Brazos Valley
Attn: Charles R. Fleeger
P O Box 9282
College Station, Tx 77842

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- a. Boycott Israel. If this Agreement is for goods and services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- b. Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- c. Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A.** Financial Activity Report
- B.** Certificates of Insurance

**AMBER ALERT NETWORK BRAZOS
VALLEY**

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

EXHIBIT A
FINANCIAL ACTIVITY REPORT

Your Company Name

Balance Sheet

Assets

Current assets:	Previous Year	Current Year
Cash	-	-
Investments	-	-
Inventories	-	-
Accounts receivable	-	-
Pre-paid expenses	-	-
Other	-	-
Total current assets	-	-

Fixed assets:	Previous Year	Current Year
Property and equipment	-	-
Leasehold improvements	-	-
Equity and other investments	-	-
Less accumulated depreciation	-	-
Total fixed assets	-	-

Other assets:	Previous Year	Current Year
Goodwill	-	-
Total other assets	-	-

Total assets

- -

Liabilities and owner's equity

Current liabilities:	Previous Year	Current Year
Accounts payable	-	-
Accrued wages	-	-
Accrued compensation	-	-
Income taxes payable	-	-
Unearned revenue	-	-
Other	-	-
Total current liabilities	-	-

Long-term liabilities:	Previous Year	Current Year
Mortgage payable	-	-
Total long-term liabilities	-	-

Owner's equity:	Previous Year	Current Year
Investment capital	-	-
Accumulated retained earnings	-	-
Total owner's equity	-	-

Total liabilities and owner's equity

- -

Contract No. 22300004
Funding Agreement- General Fund

Balance

- -

EXHIBIT B
CERTIFICATES OF INSURANCE



AMBEALE-01

KDREIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2021

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME: James Davis	
	PHONE (A/C, No, Ext): (979) 764-8444	FAX (A/C, No): (979) 694-7603
	E-MAIL ADDRESS: jim.davis@dextercompany.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Mount Vernon Fire Insurance Company	
	INSURER B :	
INSURED Amber Alert Network Brazos Valley P.O. Box 9282 College Station, TX 77842	NAIC # 26522	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

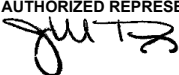
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			NPP2574687	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Ave 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 

September 23, 2021

Item No. 7.6.

Resolution authorizing expenditures to the Aggieland Humane Society, Inc. in the amount of \$261,600.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action approving a resolution authorizing expenditures to the Aggieland Humane Society, Inc. in the amount of \$261,600.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the resolution funding in the amount of \$261,600 to the Aggieland Humane Society, Inc.

Summary: As part of the 2021-2022 budget process the City Council approved funding for the Aggieland Humane Society, Inc. An Animal Shelter Services Agreement, contract number 14-011, for services provided by the Aggieland Humane Society, Inc. was approved on September 26, 2013.

The FY22 funding level is based on the animal shelter determination of the estimated cost to the City of College Station for providing the contracted services.

Budget & Financial Summary: Funds are available and budgeted in the General Fund for this agreement. Payments are made in the amount of \$261,600.00, to be payable in 12 equal installments of \$21,800.00.

Attachments:

1. Animal Shelter Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING ANNUAL EXPENDITURE TO THE AGGIELAND HUMANE SOCIETY, INC. FOR ANIMAL SHELTER SERVICES PROVIDED TO THE CITY OF COLLEGE STATION BY THE AGGIELAND HUMANE SOCIETY, INC.

WHEREAS the City of College Station entered into an Agreement for Animal Shelter Services with the AggIELand Humane Society, Inc. on September 26, 2013.

WHEREAS Article 5 of the Agreement says the City shall pay a fee for Animal Shelter Services to be established annually by separate resolution; now, therefore,

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

- Part 1:** That the City Council of the City of College Station authorize the expenditure for Fiscal Year 2021-2022 in the amount of \$261,600.00, to be payable in 12 equal installments of \$21,800.00.
- Part 2:** That funds are budgeted and available in the Fiscal Year 2021-2022 Approved Budget in the General Fund.
- Part 3:** That this resolution is to be effective for the 2021-2022 Fiscal Year from October 1, 2021 – September 30, 2022.
- Part 4:** That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2021.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

September 23, 2021

Item No. 7.7.

Funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY22

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY22 in the amount of \$35,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2021-2022 budget process the City Council approved funding for the Arts Council of the Brazos Valley in the amount of \$35,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2021-2022 General Fund. The full amount of \$35,000 is to be used for the operations and maintenance of the arts programming and gallery operations at the Arts Council facility.

Attachments:

1. General Fund Funding Agreement - Arts Council Operations Maintenance



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300001 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of General Funds with Arts Council Of The Brazos Valley

Name of Contractor: Arts Council of the Brazos Valley

CONTRACT TOTAL VALUE: \$ 35,000

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)

Funding for this contract was approved in the FY22 Budget and is available in the General Fund.

Budget Code: 10019100-6720 GF-ND-Exp-Nonoper-Contrib

CRC Approval Date*: _____ **Council Approval Date*:** 9/23/21 **Agenda Item No*:** _____
(If required)*

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

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

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 _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
ARTS COUNCIL OF THE BRAZOS VALLEY**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **ARTS COUNCIL OF THE BRAZOS VALLEY** a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City has the objective of promoting and facilitating activities that enhance the economic base of College Station through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing; and

WHEREAS, Agency through its purpose shares this common goal with the City; and

WHEREAS, the City desires to assist Agency promoting economic development; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Arts Council of Brazos Valley a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 The Agency promotes, advocates, builds partnerships with, and funds the arts and cultural organizations of the Brazos Valley in a professional and accountable way on behalf of local governments. The Agency is responsible for maintaining and operating an arts facility, promoting the arts and culture in the Brazos Valley, and providing services for local art affiliates.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THIRTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$35,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2021 to September 30, 2022**. Payment will be made in eleven monthly installments of **\$2,916.00** and the twelfth payment will be **\$2,924.00**.

3.2 Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right

to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2021 and terminates at midnight October 31, 2022. However, the program period shall begin October 1, 2021 and terminates at midnight September 30, 2022. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2)** Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period
 - (3)** A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination

is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

- (a) Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:
 - (1)** The termination of the legal existence of Agency.
 - (2)** The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.
- (b) Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:
 - (1)** Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.
 - (2)** The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

- (a)** Commercial General Liability;
- (b)** Business Automobile Liability; and
- (c)** Workers' Compensation/Employer's Liability.

8.4 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. 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 not exclude 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.

8.6 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (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.

8.7 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

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

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

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

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

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Ross Brady
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Arts Council of Brazos Valley
Attn: Sheree Boegner, Director
4180 Highway 6 South
College Station, Texas 77845

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and

- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

ARTS COUNCIL OF BRAZOS VALLEY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

ARTS COUNCIL OF THE BRAZOS VALLEY, INC.
Statement of Financial Position
September 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Assets		
Current Assets		
Cash and cash equivalents	\$ 860,313	\$ 802,897
Pledges receivable	66,725	70,211
Contributions receivable	73,332	70,000
Security investment	39,337	30,547
Prepaid expenses	6,986	14,628
Other current assets	<u>15,020</u>	<u>729</u>
Total Current Assets	<u>1,061,713</u>	<u>989,012</u>
Property and Equipment		
Furniture and equipment	158,097	158,097
Building and building improvements	1,643,477	1,631,584
Land	392,430	392,430
Permanent collection	657,023	657,023
Accumulated depreciation	<u>(129,443)</u>	<u>(83,085)</u>
Net Property and Equipment	<u>2,721,584</u>	<u>2,756,049</u>
Other Assets		
Inventory of art	14,262	14,210
Pledges receivable	36,262	104,155
Investment held by Community Foundation of Brazos Valley	<u>8,737</u>	<u>8,748</u>
Total Other Assets	<u>59,261</u>	<u>127,113</u>
Total Assets	<u><u>\$ 3,842,558</u></u>	<u><u>\$ 3,872,174</u></u>

The accompanying notes are an integral part of these financial statements.

ARTS COUNCIL OF THE BRAZOS VALLEY, INC.
Statement of Financial Position - Continued
September 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Liabilities and Net Assets		
Current Liabilities		
Accounts payable and accrued expenses	\$ 145,841	\$ 163,444
Reimbursement payable	-	1,113
Current portion of long-term debt	302,011	280,000
Paycheck Protection Program (PPP) loan	31,102	-
Deferred revenue	<u>11,560</u>	<u>11,560</u>
Total Current Liabilities	<u>490,514</u>	<u>456,117</u>
Noncurrent Liabilities		
Long-term debt	<u>433,287</u>	<u>762,797</u>
Total Noncurrent Liabilities	<u>433,287</u>	<u>762,797</u>
Total Liabilities	<u>923,801</u>	<u>1,218,914</u>
Net Assets		
Without donor restrictions	2,162,007	1,954,753
With donor restrictions	<u>756,750</u>	<u>698,507</u>
Total Net Assets	<u>2,918,757</u>	<u>2,653,260</u>
Total Liabilities and Net Assets	<u>\$ 3,842,558</u>	<u>\$ 3,872,174</u>

The accompanying notes are an integral part of these financial statements.

Exhibit B
Narrative Summary of Activity

FY 2021 Activity Overview

Our focus for the current and upcoming fiscal year is continuing to fulfill our mission: to make the arts accessible to all residents and visitors of the Brazos Valley. In the current fiscal year, the Arts Council focused on private fundraising efforts, including continuing an extremely successful capital campaign which we have now focused to develop a plan to build a growing endowment to support our new facility and the operations within. Our facility contains a two-tier fully-accessible mezzanine gallery, three active artist studios, classroom and meeting space, a visitor center, and Arts Council administrative offices. We will continue to aggressively fundraise and to grow and improve fundraising projects, events, and programs including Empty Bowls, Jr., Boots & BBQ, the Business and Regular Membership Programs, the College Arts Scholarship Program, private donor cultivation, public art, grant writing, and Celebrating the Arts. In addition, we are working to maintain our impact given COVID-19 through our at-risk youth programs in the current year, including *Artist Connect*, *Empty Bowls, Jr.* and *Art Reaching Teens for Life*. Through *Artist Connect*, we look forward to conducting at least three high impact workshops in Title-1 schools through providing free, innovative in-classroom arts programming. Through *Empty Bowls, Jr.*, over 15 schools from across the Brazos Valley created over 500 bowls and helped The Arts Council raise over \$10,000 for much need grant support to in-school food pantries in our region.

We also continue to focus on our advocacy and funding role for the arts in the Brazos Valley. Many of our affiliates have faced significant impacts from the COVID-19 closures and public safety recommendations concerning staying home. Through work done to compile impacts of the COVID-19 health crisis, we have found that arts affiliates have had to cancel, reschedule, or limit events and facility openings to maintain safety in our community. Due to these limitations, other sources of revenues for our affiliates have been reduced as organizations await economic improvements and public confidence in their safety. Grant funds are crucial in maintaining programming and marketing efforts and rebuilding the arts community in the Brazos valley.

The following is an overview of program and administrative activities conducted by the Arts Council this fiscal year since October 2020.

Arts Council Programs

The Arts Council supports and enhances our community's art, culture, and heritage efforts. Programs include operations of the Galleries & Visitor Center, funding opportunities, artistic learning opportunities, affiliate support and arts marketing, and community involvement and outreach. Milestones and activities achieved through our programs are listed below.

Arts Council Galleries & Visitor Center

As an arts destination and the hub of information about the region's arts activities, The Arts Council's Galleries and Arts Visitor Center is a critical service for the public and many Arts Council affiliate organizations. Gallery spaces and artist studios operated by The Arts Council facilitate public interaction with the arts and provide the residents and visitors of the Brazos Valley with

the opportunity to see fantastic works of art by contemporary artists from around the state and beyond. The Arts Council's facilities serve as an arts and culture visitors' center and provides the public with information about the many arts organizations and happenings in the area. It also provides affiliates a space to meet, work or host events vital to fulfilling their missions. The classroom is used by many affiliate groups and other visitors as a space to meet, learn, and create new work together.

Group Facility Use: Our facilities averaged 5 in-person meetings each month. Total meetings were affected by COVID-19 as many of our affiliates are made up of groups of high-risk individuals and were unable to meet in person. Other meetings were attended and facilitated by the Arts Council virtually. We expect to return to our previous meeting numbers (26 per month) as the public health situation improves.

4180 and Bradfield Galleries: Our two-tiered mezzanine gallery space will feature a total of 8 planned exhibitions for FY 2020-2021, some of which were postponed to this fiscal year given COVID-19 closures, including: a traveling exhibit featuring our Maskerpiece mask design competition winners, an exhibit by successful former artist in residence Danika Ostrowski, an Art From the Streets exhibit featuring artwork from a local non-profit providing art development opportunities to homeless people in our area, a joint exhibit and documentary premiere entitled *The Pursuit of Light* by local disabled artist and art educator Kathyna Hatla and her documentarian Stephen O'Shea, a solo show by our incoming student artist in residence, an exhibit by our studio artists called Art from the Soul, solo exhibits from our College Station and Bryan Artists in Residence, an exhibit by artist Jason Robichau, and showings from the entrants of our Paw-llywood pet art contest and Tumbler design contests. We will continue our community galleries, and expect to host 5 new artists through our residency programs and provide them with exhibit space and professional development opportunities.

Community Galleries at Large: 5 galleries, each with 2-3 exhibits for FY 2020-2021. Gallery spaces are located at the City of College Station, the City of Bryan, the City of Navasota, the Brazos Valley Council of Governments, and Brazos Valley Plastic Surgery. An estimated 200 new pieces will be on display throughout the year.

Funding Programs

A longstanding role of the Arts Council has been to evaluate and administrate arts, culture and heritage grant proposals, many of which originate from arts organizations in College Station. This very important role will continue to be a priority, but the Arts Council is also focused on elevating the profile of the arts in the Brazos Valley, making more funding available for the arts, attracting more visitors to the Brazos Valley, and increasing the impact of the arts in the Brazos Valley's economic recovery given COVID-19. To accomplish this, other high priorities include marketing and professional development of local arts organizations to help make local arts activities more sustainable. The Arts Council operates four funding programs: three granting programs to nonprofit arts organizations and a scholarship program for high school seniors.

**City of College Station
The Arts Council
FY 2021-2022 Budget Request**

The largest of the programs is the Annual Marketing & Program Grant, which is funded through the City of College Station and City of Bryan hotel occupancy tax funds. Funding for this program supports projects only in Bryan and College Station. In FY2018, The Arts Council implemented a Multi-Year Grant program for the Bryan/College Station Annual Grants to get our highest performing affiliates on a 3-year grant application and award cycle. Last year was the third year of the initial cycle and 7 affiliates were participating. Unfortunately, we suspended the multi-year grant program for one year until hotel occupancy tax funds return to normal collections after the COVID-19-related economic downturn. We look forward to continuing this Multi-Year Grant program within the next two years. The Navasota Annual Marketing & Program Grant provides hotel occupancy tax funds collected by the City of Navasota to nonprofit arts organizations operating in Navasota's extra territorial jurisdiction. The Rural Grant program is funded by The Arts Council and provides small, program-based grants to nonprofit organizations operating in the six rural counties of the Brazos Valley. We expect to complete the awarding process for our rural grants in April.

For FY 2020-2021, The Arts Council received 20 funding requests exceeding \$390,000 from Brazos Valley nonprofit arts, culture and heritage organizations. Through the generous support for the arts shown by Bryan, College Station, Navasota, and private donors, we were able to fund approximately \$292,000 of these requests so far in 2021. In order to purposefully allocate the funds given for FY2021 and better serve our community, we have initiated a second grant cycle for our Bryan College Station Annual Programs and Marketing Grant called "APMG Part B". We hope to distribute approximately \$119,000 in this second cycle, which is open to all Bryan College Station Affiliates. In FY 2022, we hope to award \$362,476 in grant funding to arts, culture and heritage organizations operating and providing artistic programs in the Brazos Valley. This funding will be crucial for sustaining not only the arts industry, but also catalyzing positive growth for our local economy through ensuring that these organizations continue to provide their services to our local communities and our visitors. The arts will be instrumental in restoring and reviving the hotel and tourism industry in the Brazos Valley when travel restrictions are lifted.

Funded programs for FY 2020-2021 are projected to directly impact an estimated 495,000 people, a third of which we expect will travel to Bryan/College Station from outside of the Brazos Valley. Affiliate arts, culture and heritage organizations funded through the Arts Council's granting programs have already reported 652 room nights in the Brazos Valley in the first quarter and are expected to report an estimated total impact of more than 2,500 room nights for FY 2020-2021. In the first quarter, over 2,900 restaurant visits were captured via affiliate visitor surveys with a projection of over 15,000 restaurant visits for the year, demonstrating a significant impact on local sales tax revenues as well. As our affiliates are still experiencing closures and other program obstacles, we expect these numbers to increase significantly in FY2021-2022 following improvements in the public health situation. Having the City of College Station as a partner makes it possible to serve the many residents and visitors to the Brazos Valley. The Arts

**City of College Station
The Arts Council
FY 2021-2022 Budget Request**

Council will continue working with our collective of nonprofit affiliates to increase the positive impact on the local economy while creating an arts sector that is sustainable in our community.

Additionally, through private fundraising, The Arts Council provides roughly \$20,000 in scholarships to graduating high school seniors each year. These scholarships go to talented artists who have graduated from a high school in the Brazos Valley and are planning to pursue a degree program focused on arts, culture, or heritage at an accredited college or university

Exhibit C
Performance Measures

Summary of Grants Programs FY 2020-2021

Grant Program	Proposals Funded	Funds to be Allocated	Persons Impacted*	Hotel Nights Generated*
Bryan/College Station Annual Grant Program	12	\$383,886.00	7,474	597
Bryan/College Station Grant Program Part B	Decisions Pending	\$118,000	Events Pending	N/A
Navasota Annual Grant Program	3	\$9,078.75	13,007	55
Rural Grant Program	5	\$8,000.00	Events Pending	N/A
College Arts Scholarships	Decisions Pending	\$20,200.00	Decisions Pending	N/A
TOTAL	26	\$421,164.75	20,471*	652*

*Impact totals only represent numbers reported in first quarter of the fiscal year.

Summary of Proposals Funded FY 2020-2021 (as of March 2021, as reported by affiliate organizations)

Organization	FY 2020-2020 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Brazos Educational Radio (KEOS-FM)	\$5,046.00	0*	0*	Program and marketing support for the 2021 Lone Star Music Series (planned for April-September 2021)
Brazos Valley African American Museum	\$9,000.00	0*	0*	Marketing support for the Waterways exhibit and reception and general museum programs
Brazos Valley Chorale	\$14,080.00	50*	0*	Program and marketing support for 2020-2021 season of choral concerts and performances

**City of College Station
The Arts Council
FY 2021-2022 Budget Request**

Organization	FY 2020-2021 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Brazos Valley Museum of Natural History	\$21,000.00	1693*	241*	Year-round marketing support for all museum exhibits, programs, and events
Brazos Valley Art League dba Visual Arts Society BCS	\$10,000	0*	0*	Marketing support for website development and social media campaigns
The Children's Museum of the Brazos Valley	\$14,000.00	0*	0*	Year round programs support for programs and events located at The Children's Museum and other locations in the Brazos Valley
Brazos Valley Symphony Society	\$60,000.00	2,627*	61*	Program and marketing support for 8+ concerts in 2021.
Fiestas Patrias Mexicanas of B/CS	\$13,000.00	0*	0*	Programming and marketing support for Culture Day event (to be held Sept 3, 2021)
Friends of Chamber Music	\$12,750.00	808*	0*	Program and marketing support for the 2020-2021 season of chamber music concerts
George Bush Presidential Library & Museum	\$51,359.00	0*	0*	Marketing support for the museum and its exhibits
Museum of the American G.I.	\$27,232.00	2,296*	295*	Program and marketing support for the museum, its exhibits, and its living history events
The Theatre Company of Bryan/College Station	\$37,000.00	0*	0*	Programming and marketing support for the 2020-2021 season of dramatic and comedic stage plays
Navasota Grimes County Chamber of Commerce	\$4, 095.00	0*	0*	Programming and marketing support for the Reds, Wheats, and Blues Festival (later in 2020)
Navasota Theatre Alliance (Navasota AMPG Grant)	\$6,825.00	90*	0*	Marketing for 2019-2020 season of dramatic and comedic stage plays

**City of College Station
The Arts Council
FY 2021-2022 Budget Request**

Organization	FY 2020-2021 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Washington on the Brazos State Park Association (Navasota AMPG Grant)	\$6,555.00	12,917*	55*	Programming support for stage events and performers for the 185 th anniversary celebration of Texas Independence Day
Brenham Children's Chorus	\$2,500.00	Report Pending	N/A	Programming and marketing support for the Brenham Broadway Kids virtual production of "Miss Nelson is Missing"
Navasota Theatre Alliance (Rural Grant Program)	\$1,000.00	Report Pending	N/A	Programming support for summer youth theatre camps and performances
Troupe Over the Hill	\$2,500.00	Report Pending	N/A	Programming support for summer youth theatre camps and field trips to area theatrical productions
Unity Theatre	\$2,500.00	Report Pending	N/A	Programming support for summer drama camps and performances
Washington on the Brazos State Park Association (Rural Grant Program)	\$2,500.00	Report Pending	N/A	Programming support for 185 th anniversary celebration of the signing of the Declaration of Independence
Totals	\$467,976.00	20,471+	652	

*Only numbers reported from the first quarterly report cycle. Some affiliate events have not yet occurred.

As a note, many of our affiliates have been significantly impacted by the COVID-19 public health situation and safety guidelines. Many of our performing arts affiliates have had to cancel half or more of their seasons and programs. Museums have had to close their doors and miss a great deal of earned income from ticket sales. Some special events are currently cancelled, rescheduled, or postponed indefinitely. For many of them, it remains to be seen if they will be able to reschedule their activities within the fiscal year, due to restrictions of performing arts spaces, strict exhibit schedules, and availability of professional artists and performers.

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2021

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).

PRODUCER Wm. Albert Miller Agency 220 E. Washington Avenue P. O. Drawer 31 Navasota TX 77868	CONTACT NAME: Bert Miller	FAX (A/C, No): (936) 825-6790
	PHONE (A/C, No, Ext): (936) 825-6789	E-MAIL ADDRESS: bertmiller@millagencyinc.com
INSURED Arts Council Brazos Valley PO Box 10626 College Station TX 77842-	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Co	
	INSURER B: Philadelphia Indemnity Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			PHPK2215849	02/16/2021	02/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHPK2215849	02/16/2021	02/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC0045351-09	02/16/2021	02/16/2022	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property			PHPK2215849	02/16/2021	02/16/2022	Business Property 100,000 Collections-others 150,000 Collections- ACBV 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder listed as additional insured and waiver of subrogation with regard to general liability and workers compensation coverages. GL coverage is primary & non-contributory and 30-day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

AI 002351

City of College Station Att: Risk Management PO Box 9906 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

September 23, 2021

Item No. 7.8.

Funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY22

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY22 in the amount of \$463,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2021-2022 budget process the City Council approved funding for the Arts Council of the Brazos Valley in the amount of \$463,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2021-2022 Hotel Occupancy Tax Fund. Of this funding \$362,476 is to be used for the Affiliate Grant Program, \$65,024 is to be used for the operations and maintenance of the arts programming and gallery operations at the Arts Council facility, and \$35,500 is to be used for Tourism Marketing. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. The Arts Council's budget is included in the Attachments.

Attachments:

1. Arts Council - HOT Fund - FY22 - Budget
2. HOT Funding Agreement- Arts Council

**The Arts Council of Brazos Valley
FYE 2022 Budget**

	<u>Proposed FY '22 Budget</u>
Revenue	
430 Contributed Income	\$ 135,000.00
431 Membership Dues	
431.1 Individual Membership	\$ 15,000.00
431.2 Affiliates Membership	\$ 4,000.00
431.3 Business Membership	\$ 4,500.00
Total 431 Membership Dues	\$ 18,500.00
432 Fundraising Events	
4324 Celebrate the Arts	\$ 140,000.00
4325 Boots & BBQ	\$ 17,000.00
4326 Empty Bowls, Jr.	\$ 13,000.00
4327 Celebrate the Arts Scholarship	\$ 15,000.00
Total 432 Fundraising Events	\$ 185,000.00
433 Government Grants	
4331 College Station	\$ 35,000.00
4332 College Station HOT	\$ 463,000.00
4332-1 COCS HOT Reimbursements	\$ 3,000.00
4333 Bryan HOT	\$ 124,200.00
4333-1 COB HOT Reimbursements	\$ 600.00
4334 Brazos County	\$ 8,000.00
4335 TCA	\$ 15,000.00
4336 Navasota HOT	\$ 28,800.00
Total 433 Government Grants	\$ 677,600.00
434 Foundation & Trust Grants	\$ 5,000.00
Total 430 Contributed Income	\$ 1,021,100.00
440 Program Service Revenue	
440.1 Red Wasp	\$ 2,000.00
440.2 Classes	\$ 1,600.00
440.3 Camps	\$ 6,800.00
440.4 Community Festival	\$ 3,000.00
440.6 Artist Call for Entry	\$ 1,700.00
440.7 Special Exhibits	\$ 30,000.00
Total 440 Program Service Revenue	\$ 45,100.00
450 Other Revenue	
450.1 Miscellaneous Revenue	\$ 50.00
450.2 Investments	\$ 2,000.00
450.3 Rentals	\$ 17,500.00
Total 450 Other Revenue	\$ 19,550.00
46000 Merchandise Sales	\$ 8,000.00
Total Revenue	\$ 1,093,750.00

Gross Profit	\$ 1,093,750.00
Expenditures	
600 Awards and Grants	
601 Awards & Grants-Organizations	\$ 467,976.00
601-1 Returned Grants	\$ 3,600.00
Total 601 Awards & Grants-Organizations	\$ 471,576.00
602 Awards & Grants-Individuals	\$ 15,000.00
Total 600 Awards and Grants	\$ 486,576.00
610 Salaries and Related Expenses	
611 Salaries & Wages	\$ 203,940.00
612 Employer IRA Contributions	\$ 6,118.20
613 Employee Benefits-Other	\$ 720.00
614 Payroll taxes & fees	\$ 15,601.41
615 Sales Commission	\$ 1,050.00
616 Employer Health Ins. Contribution	\$ 21,600.00
Total 610 Salaries and Related Expenses	\$ 249,029.61
620 Fees for Services	
621 Accounting Fees	\$ 30,000.00
622 Legal Fees	\$ 1,000.00
624 Marketing Intern Fees	\$ 10,000.00
625 Contractor Fee	\$ 500.00
Total 620 Fees for Services	\$ 41,500.00
630 Advertising, Printing, Promo.	\$ 62,784.00
631 Programs	
6312 ART for Life	\$ 13,500.00
6313 Gallery	\$ 6,000.00
6314 Campe	\$ 5,100.00
6315 Community Festivals	\$ 400.00
6316 Public Art	\$ 4,000.00
6317 Classes	\$ 1,500.00
6318 Special Exhibits	\$ 30,000.00
6319 Red Wasp	\$ 2,000.00
6320 Artist Connect	\$ 8,000.00
6325 Programs-Other	\$ 1,500.00
6327 Empty Bowls, Jr.	\$ 7,500.00
6328 Artist in Residence	\$ 7,125.00
Total 631 Programs	\$ 86,625.00
632 Fundraising	
6324 Celebrate the Arts	\$ 48,000.00
6329 Boots & BBQ	\$ 3,000.00
6330 Fundraising - Other	\$ 5,500.00
Total 632 Fundraising	\$ 56,500.00
640 Office Expenses	\$ 3,000.00
641 Postage, Mailing Service	\$ 700.00
Total 640 Office Expenses	\$ 3,700.00
650 Information Technology	\$ 5,100.00
660 Occupancy	

662 Security	\$	1,000.00
663 Janitorial	\$	10,800.00
6635 Repairs & Maintenance	\$	7,600.00
664 Pest Control	\$	500.00
665 Utilities	\$	20,000.00
667 Mortgage Interest	\$	28,519.00
Total 660 Occupancy	\$	68,419.00
661 Facilities & Equipment Rental	\$	2,000.00
669 Property Purchase		
670 Mileage		
671 Travel & In-Region Mileage	\$	2,200.00
Total 670 Mileage	\$	2,200.00
680 Insurance	\$	14,300.00
690 Other expenses		
691 Bank Charges	\$	600.00
6911 Investment Losses	\$	1,575.00
694 Memberships and Dues	\$	1,575.00
695 Training & Development	\$	3,375.00
697 Artist Commission	\$	6,000.00
699 Other Costs	\$	1,000.00
6991 Misc Pass Through	\$	-
Total 690 Other expenses	\$	14,125.00
Total Expenditures	\$	1,092,858.61
Net Operating Revenue	\$	891.39
Net Revenue	\$	891.39

Wednesday, Mar 25, 2020 12:51:38 PM GMT-7 - Accrual Basis



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300006 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of Hotel Tax with Arts Council Of The Brazos Valley

Name of Contractor: Arts Council of the Brazos Valley

CONTRACT TOTAL VALUE: \$ 463,000

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)

Funding for this contract was approved in the FY22 Budget and is available in the General Fund.

Budget Code: 31219100-6720 HOT-ND-Exp-Nonoper-Contrib

CRC Approval Date*: _____ **Council Approval Date*:** 9/23/21 **Agenda Item No*:** _____
(If required)*

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

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

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 _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR
PAYMENT AND USE OF HOTEL TAX WITH
ARTS COUNCIL OF THE BRAZOS VALLEY**

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **ARTS COUNCIL OF THE BRAZOS VALLEY**, a Texas Non-Profit Corporation (“Agency”).

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS, Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS, Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Arts Council of Brazos Valley, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 City means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 Contract Quarter refers to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.9 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.10 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **FOUR HUNDRED SIXTY THREE THOUSAND AND NO/100 DOLLARS (\$463,000.00)** to be paid as follows:

- (a) The amount of **SIXTY FIVE THOUSAND TWENTY FOUR AND NO/100 DOLLARS (\$65,024.00)** shall be paid from the City's Hotel Tax Revenue for the maintenance of the Art and Visitors Center. The appropriated funds shall be used during the period of October 1, 2021 to September 30, 2022. Payment will be made in eleven monthly installments of **\$5,418.00** and the twelfth payment will be **\$5,426.00**.
- (b) The amount of **THIRTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 CENTS (\$35,500.00)** shall be paid from the City's Hotel Tax Revenue for the maintenance of the Art and Visitors Center. The appropriated funds shall be used during the period of October 1, 2021 to September 30, 2022. Payment will be made in eleven monthly installments of **\$2,958.00** and the twelfth payment will be **\$2,962.00**.
- (c) The amount of **THREE HUNDRED SIXTY TWO THOUSAND FOUR HUNDRED SEVENTY SIX AND NO/100 DOLLARS (\$362,476.00)** shall be

paid from the City's Hotel Tax Revenue for affiliate funding. The appropriated funds shall be used during the period of October 1, 2021 to September 30, 2022. Payment will be made

2.2 Reports and Payments. Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

2.3 Other limitations regarding consideration.

- (a) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of City.
- (b) City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

- (a) **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

- (a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.

- (b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.
- (c) Hotel Tax Revenue may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- (a) Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- (b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other

records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report
- (d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3) –year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2021 and terminates at midnight on October 31, 2022; however, the program period shall commence on October 1, 2021 and terminate at midnight on September 30, 2022. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.6, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code, and

is within the current contractual period approved budget; the budget will be considered approved.

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City.

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.6 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation

(3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating

party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be

required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

8.4 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. 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 not exclude 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.

8.6 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (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.

8.7 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this

Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

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

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

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

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

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

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Ross Brady
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Arts Council of Brazos Valley
Attn: Sheree Boegner, Director
4180 Highway 6 South
College Station, Texas 77845

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

ARTS COUNCIL OF BRAZOS VALLEY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

ARTS COUNCIL OF THE BRAZOS VALLEY, INC.
Statement of Financial Position
September 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Assets		
Current Assets		
Cash and cash equivalents	\$ 860,313	\$ 802,897
Pledges receivable	66,725	70,211
Contributions receivable	73,332	70,000
Security investment	39,337	30,547
Prepaid expenses	6,986	14,628
Other current assets	<u>15,020</u>	<u>729</u>
Total Current Assets	<u>1,061,713</u>	<u>989,012</u>
Property and Equipment		
Furniture and equipment	158,097	158,097
Building and building improvements	1,643,477	1,631,584
Land	392,430	392,430
Permanent collection	657,023	657,023
Accumulated depreciation	<u>(129,443)</u>	<u>(83,085)</u>
Net Property and Equipment	<u>2,721,584</u>	<u>2,756,049</u>
Other Assets		
Inventory of art	14,262	14,210
Pledges receivable	36,262	104,155
Investment held by Community Foundation of Brazos Valley	<u>8,737</u>	<u>8,748</u>
Total Other Assets	<u>59,261</u>	<u>127,113</u>
Total Assets	<u><u>\$ 3,842,558</u></u>	<u><u>\$ 3,872,174</u></u>

The accompanying notes are an integral part of these financial statements.

ARTS COUNCIL OF THE BRAZOS VALLEY, INC.
Statement of Financial Position - Continued
September 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Liabilities and Net Assets		
Current Liabilities		
Accounts payable and accrued expenses	\$ 145,841	\$ 163,444
Reimbursement payable	-	1,113
Current portion of long-term debt	302,011	280,000
Paycheck Protection Program (PPP) loan	31,102	-
Deferred revenue	<u>11,560</u>	<u>11,560</u>
Total Current Liabilities	<u>490,514</u>	<u>456,117</u>
Noncurrent Liabilities		
Long-term debt	<u>433,287</u>	<u>762,797</u>
Total Noncurrent Liabilities	<u>433,287</u>	<u>762,797</u>
Total Liabilities	<u>923,801</u>	<u>1,218,914</u>
Net Assets		
Without donor restrictions	2,162,007	1,954,753
With donor restrictions	<u>756,750</u>	<u>698,507</u>
Total Net Assets	<u>2,918,757</u>	<u>2,653,260</u>
Total Liabilities and Net Assets	<u>\$ 3,842,558</u>	<u>\$ 3,872,174</u>

The accompanying notes are an integral part of these financial statements.

Exhibit B
Narrative Summary of Activity

FY 2021 Activity Overview

Our focus for the current and upcoming fiscal year is continuing to fulfill our mission: to make the arts accessible to all residents and visitors of the Brazos Valley. In the current fiscal year, the Arts Council focused on private fundraising efforts, including continuing an extremely successful capital campaign which we have now focused to develop a plan to build a growing endowment to support our new facility and the operations within. Our facility contains a two-tier fully-accessible mezzanine gallery, three active artist studios, classroom and meeting space, a visitor center, and Arts Council administrative offices. We will continue to aggressively fundraise and to grow and improve fundraising projects, events, and programs including Empty Bowls, Jr., Boots & BBQ, the Business and Regular Membership Programs, the College Arts Scholarship Program, private donor cultivation, public art, grant writing, and Celebrating the Arts. In addition, we are working to maintain our impact given COVID-19 through our at-risk youth programs in the current year, including *Artist Connect*, *Empty Bowls, Jr.* and *Art Reaching Teens for Life*. Through *Artist Connect*, we look forward to conducting at least three high impact workshops in Title-1 schools through providing free, innovative in-classroom arts programming. Through *Empty Bowls, Jr.*, over 15 schools from across the Brazos Valley created over 500 bowls and helped The Arts Council raise over \$10,000 for much need grant support to in-school food pantries in our region.

We also continue to focus on our advocacy and funding role for the arts in the Brazos Valley. Many of our affiliates have faced significant impacts from the COVID-19 closures and public safety recommendations concerning staying home. Through work done to compile impacts of the COVID-19 health crisis, we have found that arts affiliates have had to cancel, reschedule, or limit events and facility openings to maintain safety in our community. Due to these limitations, other sources of revenues for our affiliates have been reduced as organizations await economic improvements and public confidence in their safety. Grant funds are crucial in maintaining programming and marketing efforts and rebuilding the arts community in the Brazos valley.

The following is an overview of program and administrative activities conducted by the Arts Council this fiscal year since October 2020.

Arts Council Programs

The Arts Council supports and enhances our community's art, culture, and heritage efforts. Programs include operations of the Galleries & Visitor Center, funding opportunities, artistic learning opportunities, affiliate support and arts marketing, and community involvement and outreach. Milestones and activities achieved through our programs are listed below.

Arts Council Galleries & Visitor Center

As an arts destination and the hub of information about the region's arts activities, The Arts Council's Galleries and Arts Visitor Center is a critical service for the public and many Arts Council affiliate organizations. Gallery spaces and artist studios operated by The Arts Council facilitate public interaction with the arts and provide the residents and visitors of the Brazos Valley with

the opportunity to see fantastic works of art by contemporary artists from around the state and beyond. The Arts Council's facilities serve as an arts and culture visitors' center and provides the public with information about the many arts organizations and happenings in the area. It also provides affiliates a space to meet, work or host events vital to fulfilling their missions. The classroom is used by many affiliate groups and other visitors as a space to meet, learn, and create new work together.

Group Facility Use: Our facilities averaged 5 in-person meetings each month. Total meetings were affected by COVID-19 as many of our affiliates are made up of groups of high-risk individuals and were unable to meet in person. Other meetings were attended and facilitated by the Arts Council virtually. We expect to return to our previous meeting numbers (26 per month) as the public health situation improves.

4180 and Bradfield Galleries: Our two-tiered mezzanine gallery space will feature a total of 8 planned exhibitions for FY 2020-2021, some of which were postponed to this fiscal year given COVID-19 closures, including: a traveling exhibit featuring our Maskerpiece mask design competition winners, an exhibit by successful former artist in residence Danika Ostrowski, an Art From the Streets exhibit featuring artwork from a local non-profit providing art development opportunities to homeless people in our area, a joint exhibit and documentary premiere entitled *The Pursuit of Light* by local disabled artist and art educator Kathyna Hatla and her documentarian Stephen O'Shea, a solo show by our incoming student artist in residence, an exhibit by our studio artists called Art from the Soul, solo exhibits from our College Station and Bryan Artists in Residence, an exhibit by artist Jason Robichau, and showings from the entrants of our Paw-llywood pet art contest and Tumbler design contests. We will continue our community galleries, and expect to host 5 new artists through our residency programs and provide them with exhibit space and professional development opportunities.

Community Galleries at Large: 5 galleries, each with 2-3 exhibits for FY 2020-2021. Gallery spaces are located at the City of College Station, the City of Bryan, the City of Navasota, the Brazos Valley Council of Governments, and Brazos Valley Plastic Surgery. An estimated 200 new pieces will be on display throughout the year.

Funding Programs

A longstanding role of the Arts Council has been to evaluate and administrate arts, culture and heritage grant proposals, many of which originate from arts organizations in College Station. This very important role will continue to be a priority, but the Arts Council is also focused on elevating the profile of the arts in the Brazos Valley, making more funding available for the arts, attracting more visitors to the Brazos Valley, and increasing the impact of the arts in the Brazos Valley's economic recovery given COVID-19. To accomplish this, other high priorities include marketing and professional development of local arts organizations to help make local arts activities more sustainable. The Arts Council operates four funding programs: three granting programs to nonprofit arts organizations and a scholarship program for high school seniors.

**City of College Station
The Arts Council
FY 2021-2022 Budget Request**

The largest of the programs is the Annual Marketing & Program Grant, which is funded through the City of College Station and City of Bryan hotel occupancy tax funds. Funding for this program supports projects only in Bryan and College Station. In FY2018, The Arts Council implemented a Multi-Year Grant program for the Bryan/College Station Annual Grants to get our highest performing affiliates on a 3-year grant application and award cycle. Last year was the third year of the initial cycle and 7 affiliates were participating. Unfortunately, we suspended the multi-year grant program for one year until hotel occupancy tax funds return to normal collections after the COVID-19-related economic downturn. We look forward to continuing this Multi-Year Grant program within the next two years. The Navasota Annual Marketing & Program Grant provides hotel occupancy tax funds collected by the City of Navasota to nonprofit arts organizations operating in Navasota's extra territorial jurisdiction. The Rural Grant program is funded by The Arts Council and provides small, program-based grants to nonprofit organizations operating in the six rural counties of the Brazos Valley. We expect to complete the awarding process for our rural grants in April.

For FY 2020-2021, The Arts Council received 20 funding requests exceeding \$390,000 from Brazos Valley nonprofit arts, culture and heritage organizations. Through the generous support for the arts shown by Bryan, College Station, Navasota, and private donors, we were able to fund approximately \$292,000 of these requests so far in 2021. In order to purposefully allocate the funds given for FY2021 and better serve our community, we have initiated a second grant cycle for our Bryan College Station Annual Programs and Marketing Grant called "APMG Part B". We hope to distribute approximately \$119,000 in this second cycle, which is open to all Bryan College Station Affiliates. In FY 2022, we hope to award \$362,476 in grant funding to arts, culture and heritage organizations operating and providing artistic programs in the Brazos Valley. This funding will be crucial for sustaining not only the arts industry, but also catalyzing positive growth for our local economy through ensuring that these organizations continue to provide their services to our local communities and our visitors. The arts will be instrumental in restoring and reviving the hotel and tourism industry in the Brazos Valley when travel restrictions are lifted.

Funded programs for FY 2020-2021 are projected to directly impact an estimated 495,000 people, a third of which we expect will travel to Bryan/College Station from outside of the Brazos Valley. Affiliate arts, culture and heritage organizations funded through the Arts Council's granting programs have already reported 652 room nights in the Brazos Valley in the first quarter and are expected to report an estimated total impact of more than 2,500 room nights for FY 2020-2021. In the first quarter, over 2,900 restaurant visits were captured via affiliate visitor surveys with a projection of over 15,000 restaurant visits for the year, demonstrating a significant impact on local sales tax revenues as well. As our affiliates are still experiencing closures and other program obstacles, we expect these numbers to increase significantly in FY2021-2022 following improvements in the public health situation. Having the City of College Station as a partner makes it possible to serve the many residents and visitors to the Brazos Valley. The Arts

**City of College Station
The Arts Council
FY 2021-2022 Budget Request**

Council will continue working with our collective of nonprofit affiliates to increase the positive impact on the local economy while creating an arts sector that is sustainable in our community.

Additionally, through private fundraising, The Arts Council provides roughly \$20,000 in scholarships to graduating high school seniors each year. These scholarships go to talented artists who have graduated from a high school in the Brazos Valley and are planning to pursue a degree program focused on arts, culture, or heritage at an accredited college or university

Exhibit C
Performance Measures

Summary of Grants Programs FY 2020-2021

Grant Program	Proposals Funded	Funds to be Allocated	Persons Impacted*	Hotel Nights Generated*
Bryan/College Station Annual Grant Program	12	\$383,886.00	7,474	597
Bryan/College Station Grant Program Part B	Decisions Pending	\$118,000	Events Pending	N/A
Navasota Annual Grant Program	3	\$9,078.75	13,007	55
Rural Grant Program	5	\$8,000.00	Events Pending	N/A
College Arts Scholarships	Decisions Pending	\$20,200.00	Decisions Pending	N/A
TOTAL	26	\$421,164.75	20,471*	652*

*Impact totals only represent numbers reported in first quarter of the fiscal year.

Summary of Proposals Funded FY 2020-2021 (as of March 2021, as reported by affiliate organizations)

Organization	FY 2020-2020 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Brazos Educational Radio (KEOS-FM)	\$5,046.00	0*	0*	Program and marketing support for the 2021 Lone Star Music Series (planned for April-September 2021)
Brazos Valley African American Museum	\$9,000.00	0*	0*	Marketing support for the Waterways exhibit and reception and general museum programs
Brazos Valley Chorale	\$14,080.00	50*	0*	Program and marketing support for 2020-2021 season of choral concerts and performances

**City of College Station
The Arts Council
FY 2021-2022 Budget Request**

Organization	FY 2020-2021 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Brazos Valley Museum of Natural History	\$21,000.00	1693*	241*	Year-round marketing support for all museum exhibits, programs, and events
Brazos Valley Art League dba Visual Arts Society BCS	\$10,000	0*	0*	Marketing support for website development and social media campaigns
The Children's Museum of the Brazos Valley	\$14,000.00	0*	0*	Year round programs support for programs and events located at The Children's Museum and other locations in the Brazos Valley
Brazos Valley Symphony Society	\$60,000.00	2,627*	61*	Program and marketing support for 8+ concerts in 2021.
Fiestas Patrias Mexicanas of B/CS	\$13,000.00	0*	0*	Programming and marketing support for Culture Day event (to be held Sept 3, 2021)
Friends of Chamber Music	\$12,750.00	808*	0*	Program and marketing support for the 2020-2021 season of chamber music concerts
George Bush Presidential Library & Museum	\$51,359.00	0*	0*	Marketing support for the museum and its exhibits
Museum of the American G.I.	\$27,232.00	2,296*	295*	Program and marketing support for the museum, its exhibits, and its living history events
The Theatre Company of Bryan/College Station	\$37,000.00	0*	0*	Programming and marketing support for the 2020-2021 season of dramatic and comedic stage plays
Navasota Grimes County Chamber of Commerce	\$4, 095.00	0*	0*	Programming and marketing support for the Reds, Wheats, and Blues Festival (later in 2020)
Navasota Theatre Alliance (Navasota AMPG Grant)	\$6,825.00	90*	0*	Marketing for 2019-2020 season of dramatic and comedic stage plays

City of College Station
The Arts Council
FY 2021-2022 Budget Request

Organization	FY 2020-2021 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Washington on the Brazos State Park Association (Navasota AMPG Grant)	\$6,555.00	12,917*	55*	Programming support for stage events and performers for the 185 th anniversary celebration of Texas Independence Day
Brenham Children's Chorus	\$2,500.00	Report Pending	N/A	Programming and marketing support for the Brenham Broadway Kids virtual production of "Miss Nelson is Missing"
Navasota Theatre Alliance (Rural Grant Program)	\$1,000.00	Report Pending	N/A	Programming support for summer youth theatre camps and performances
Troupe Over the Hill	\$2,500.00	Report Pending	N/A	Programming support for summer youth theatre camps and field trips to area theatrical productions
Unity Theatre	\$2,500.00	Report Pending	N/A	Programming support for summer drama camps and performances
Washington on the Brazos State Park Association (Rural Grant Program)	\$2,500.00	Report Pending	N/A	Programming support for 185 th anniversary celebration of the signing of the Declaration of Independence
Totals	\$467,976.00	20,471+	652	

*Only numbers reported from the first quarterly report cycle. Some affiliate events have not yet occurred.

As a note, many of our affiliates have been significantly impacted by the COVID-19 public health situation and safety guidelines. Many of our performing arts affiliates have had to cancel half or more of their seasons and programs. Museums have had to close their doors and miss a great deal of earned income from ticket sales. Some special events are currently cancelled, rescheduled, or postponed indefinitely. For many of them, it remains to be seen if they will be able to reschedule their activities within the fiscal year, due to restrictions of performing arts spaces, strict exhibit schedules, and availability of professional artists and performers.

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2021

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).

PRODUCER	Wm. Albert Miller Agency 220 E. Washington Avenue P. O. Drawer 31 Navasota TX 77868	CONTACT NAME:	Bert Miller	
		PHONE (A/C, No., Ext):	(936) 825-6789	FAX (A/C, No.): (936) 825-6790
		E-MAIL ADDRESS:	bertmiller@millagencyinc.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Arts Council Brazos Valley PO Box 10626 College Station TX 77842-	INSURER A: Markel Insurance Co		
		INSURER B: Philadelphia Indemnity Insurance Co		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			PHPK2215849	02/16/2021	02/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHPK2215849	02/16/2021	02/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC0045351-09	02/16/2021	02/16/2022	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property			PHPK2215849	02/16/2021	02/16/2022	Business Property 100,000 Collections-others 150,000 Collections- ACBV 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder listed as additional insured and waiver of subrogation with regard to general liability and workers compensation coverages. GL coverage is primary & non-contributory and 30-day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

AI 002351

City of College Station Att: Risk Management PO Box 9906 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

September 23, 2021

Item No. 7.9.

**Funding agreement between the City of College Station and the Bryan/College Station
Chamber of Commerce for FY22**

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY22 in the amount of \$25,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2021-2022 budget process the City Council approved funding for the Bryan/College Station Chamber of Commerce in the amount of \$25,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2021-2022 Hotel Occupancy Tax Fund. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. The Bryan/College Station Chamber of Commerce budget is included in the Attachments.

Attachments:

1. BCS Chamber of Commerce - FY22 - Budget
2. HOT Funding Agreement- Chamber of Commerce v2

Bryan/College Station Chamber of Commerce
BUDGETED Event Financial Information Fiscal Year 2021-2022

ANNUAL BANQUET

Revenue

Table Sales	\$39,000
Ticket Revenues	\$3,800
Sponsorship	<u>\$3,200</u>
Total Revenues	\$46,000

Expenses

Committee Expenses	\$0
Postage	\$400
Other Expenses	\$2,000
CS Hilton Expense	<u>\$19,000</u>
Total Expenses	\$21,400
Net Revenues	<u>\$24,600</u>

ECONOMIC OUTLOOK CONFERENCE

Revenue

Ticket and Table Revenue	<u>\$48,850</u>
Total Revenues	\$48,850

Expenses

Committee Expenses	\$0
Postage	\$400
CS Hilton Expense	\$15,000
Other Expenses	<u>\$2,000</u>
Total Expenses	<u>\$17,400</u>
Net Revenues	<u>\$31,450</u>



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300007 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: City of College Station Funding Agreement For Payment and use of Hotel Tax With Bryan/College Station Chamber of Commerce

Name of Contractor: Bryan/College Station Chamber of Commerce

CONTRACT TOTAL VALUE: \$ 25,000

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)

Funds for this contract were approved in the FY22 Budget and are available in the Hotel Tax Fund.

Budget Code: 31219100 - 6720 HOT-ND-Exp-Nonoper-Contrib

CRC Approval Date*: N/A **Council Approval Date*:** 9/23/21 **Agenda Item No*:** _____
(If required)*

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

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

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 _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR
PAYMENT AND USE OF HOTEL TAX WITH
BRYAN/COLLEGE STATION CHAMBER OF COMMERCE D/B/A BRYAN/COLLEGE
STATION CHAMBER OF COMMERCE**

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **BRYAN/COLLEGE STATION CHAMBER OF COMMERCE D/B/A BRYAN/COLLEGE STATION CHAMBER OF COMMERCE**, a Texas Non-Profit Corporation (“Agency”).

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS, Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS, Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Bryan/College Station Chamber of Commerce d/b/a Bryan/College Station Chamber of Commerce, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 City means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 Contract Quarter refers to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a

summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.9 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.10 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

1.11 Reimbursement Request Form means the form documenting and certifying expenses incurred within each quarterly reporting period by Agency to be submitted to the City on the form attached herein as **Exhibit E**.

ARTICLE II HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** for services and expenditures as referenced in Article III of this Agreement. Operating expenses eligible under Hotel Tax regulations will be considered for reimbursement provided the following:

- a. the City receives the Reimbursement Request Form, and;
- b. funds are available. Payment will be made annually as a reimbursement for services and expenditures already incurred by Agency. Agency shall submit its application for reimbursement to the City, along with supporting documentation and the City shall

reimburse Agency for its services no later than thirty (30) calendar days from the date of the City's receipt and the City's approval of the application for reimbursement.

c. No funds will be reimbursed until City receives the Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures, as determined by City, in its sole discretion. The final request for reimbursement must be received by City on or before September 30, 2022. After that date, unexpended funds may be reallocated. Unexpended funds will remain in the possession of the City.

2.2 Other limitations regarding consideration.

a. It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

b. City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

(a) **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

(a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.

(b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the

promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

- (c) Agency will provide events throughout the fiscal year, including the Economic Outlook Conference and Annual Banquet, at local hotel and conference facilities. Costs associated with these events related to the hotel and conference facilities and the promotion of these facilities will be eligible for reimbursement. Eligible expenses shall include rental of hotel and conference facilities as well as catering costs associated with these events. Agency will also provide services to visitors and potential visitors to the community providing information about local events and promotions for visitors to the community. This includes providing directions and promotional materials for local hotels and tourist destinations. Costs associated with these promotions will be eligible for reimbursement from Hotel Tax funds.
- (d) In addition to events listed in 3.3 (c) Agency will also provide the benefits listed in **Exhibit F** of this Funding Agreement.
- (e) Hotel Tax Revenue may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- (a) Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- (b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report
- (d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to

access Agency's files shall continue during this three (3) –year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2021 and terminates at midnight on October 31, 2022; however, the program period shall commence on October 1, 2021 and terminate at midnight on September 30, 2022. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.

- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.6, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code, and is within the current contractual period approved budget; the budget will be considered approved.
 - (2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City.
 - (3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.
 - (4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.6 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

- (a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:
 - (1) The termination of the legal existence of Agency
 - (2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors
- (b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation

(3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded

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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

8.4 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. 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 not exclude 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.

8.6 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (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.

8.7 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy; and

- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

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

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

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

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

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed

or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Ross Brady
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Bryan/College Station Chamber of Commerce
Attn: Glen Brewer, President/CEO
P.O. Box 3579
Bryan, Texas 77805

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A.** Statement of Financial Position
- B.** Narrative Summary of Activity
- C.** Performance Measures
- D.** Certificates of Insurance
- E.** Reimbursement Request Form
- F.** Additional Benefits

**BRYAN/COLLEGE STATION
CHAMBER OF COMMERCE**

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

1:39 PM

03/15/21

Cash Basis

Bryan/College Station Chamber of Commerce

Balance Sheet

As of March 15, 2021

	Mar 15, 21
ASSETS	
Current Assets	
Checking/Savings	
First Financial PPP	103,108.74
Frost Bank	149,912.46
Petty Cash	204.52
American Momentum CD	101,786.97
Truist Bank CS	250,973.81
Extraco Bank CD	176,754.79
Guaranty Bank & Trust CD	101,868.01
First Financial-Facilities Resv	65,344.60
First Financial-MMA	2,524.90
First Financial-Operating	239,259.89
First Financial-Payroll Act	2,712.00
Wells Fargo Savings	242,632.57
Total Checking/Savings	1,437,083.26
Total Current Assets	1,437,083.26
Fixed Assets	
Fixed Assets	
Furniture and Equipment	117,580.56
Leasehold Improvements	255,820.00
Accumulated Depreciation	-284,325.00
Total Fixed Assets	89,075.56
Total Fixed Assets	89,075.56
TOTAL ASSETS	1,526,158.82
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
PPP Loan First Financial Bank	120,994.82
SBA EIDL	150,000.00
Def-Ag Breakfast	1,400.00
Def. Rev-Inner Circle Sponsor	2,500.00
Def Revenue Mem. BK/Lunch	1,600.00
Def Revenue Special Events	2,500.00
Def Revenue Founder's Night	1,800.00
Def Revenue Lobsterfest Spons	5,100.00
Def Revenue Golf Spons.	5,400.00
Def Reveune B/CS Day	2,300.00
Accrued Office Expense	1,046.11
Def Revenue-Banquet Sponsorship	2,000.00
Def Revenue-Biz After Hours	5,000.00
Def Revenue - Leadership Progra	
Community Leadership Briefing	300.00
Total Def Revenue - Leadership Progra	300.00
Easterwood fee payable	12,500.00
Federal Income Tax Payable	-241.00
FUTA Tax Payable	401.62
Medicare Tax Payable	-76.92
Payroll Liabilities	32.08
Pension Contribution Payable	1,551.17
Social Security Tax Payable	-328.86

1:39 PM

03/15/21

Cash Basis

Bryan/College Station Chamber of Commerce

Balance Sheet

As of March 15, 2021

	Mar 15, 21
SUI Tax Payable	722.23
United Way Contribution Payable	100.00
Total Other Current Liabilities	316,601.25
Total Current Liabilities	316,601.25
Total Liabilities	316,601.25
Equity	
Facility Reserves	28,925.49
General Unrestricted	1,058,545.72
Net Income	122,086.36
Total Equity	1,209,557.57
TOTAL LIABILITIES & EQUITY	1,526,158.82

Exhibit B
Narrative Summary of Activity

**Bryan/College Station Chamber of Commerce
2021-2022 Funding Request
Related to Hotel Tax Fund Revenue
Narrative Summary of Activity Report
FY 2022**

The Chamber of Commerce has reserved the College Station Hilton and Conference Center on Monday, November 8, 2022 for its Annual Banquet. If COVID restrictions are lifted, the event is expected to attract approximately 500 attendees from Brazos and surrounding counties, close to half of them from outside of College Station.

The College Station Hilton and Conference Center has been reserved for January 27, 2022 for the Chamber's Annual Economic Outlook Conference. The event is expected to attract more than 500 attendees, approximately 50% of them from outside of College Station. The program has not been completed at this time, but the City of College Station will definitely be offered time on the program.

Our Transportation Committee will continue to do everything possible to improve transportation into and out of community; not only for the benefit of our citizens, but also for the benefit of tourist who visit our community.

Three years of work, by our Community Liaison, with officials from Texas A&M University, as well as the Texas and Oklahoma Chamber of Commerce Executives, resulted in the relocation of The Center for Chamber of Commerce Excellence (CCCE) from The University of Oklahoma to Texas A&M. The first four day educational conference by the CCCE was held on the campus of Texas A&M in late February, 2020.

Unfortunately, due to COVID, the 2021 event will be virtual on March 23 and 24. Our Community Liaison continues to work with the organizers of this event, to insure that the 2022 event will be schedule on the Texas A&M campus in late February and are hoping to attract close to 100 attendees with approximately 75 to 80 staying in the Texas A&M Hotel.

The Chamber will continue to do everything possible to work with Visit College Station to promote our local hospitality venues and encourage visitors to stay longer in our community during any sporting event or other activity in our community or at Texas A&M. Our community liaison has, once again, committed to volunteering at Texas A&M Track & Field meets in order to welcome athletes visiting from out of town. He has also offered to continue assisting Coach Pat Henry and his staff in locating rooms and restaurants when needed. Texas A&M is now able to host outdoor track and field meets therefore increasing the number of track and field teams visiting College Station.

The Chamber will also continue its ongoing support of tourism related activities by our President/CEO, our Community Liaison and our receptionist. Our President and our Community Liaison will attend welcoming functions and will be happy to make welcoming remarks on behalf of community when requested. Our receptionist will continue to provide information to walk-in tourists, provide hotel information over the telephone, route telephone callers and walk-in tourist to Visit College Station and provide event information as needed.

Exhibit C
Performance Measures

EXHIBIT C – PERFORMANCE MEASURES REPORT
Proposed Fiscal Year 2022

BRYAN/COLLEGE STATION CHAMBER OF COMMERCE

Description & Budget Explanation:

The mission of the Bryan/College Station Chamber of Commerce is to unite the business and professional leaders in the community to expand the economy of the area. The budget for the Chamber would function as payment to the Chamber in recognition of expenses it incurs in its ongoing efforts to support tourism in the city of College Station

	FY19	FY20	FY21
	Actual	Actual	Requested
Budget Summary	\$25,000	\$22,500	\$25,000

Program Name: Tourism and Hospitality

Service Level: Targeted tourism advocacy and event promotion. Providing exceptional tourism related customer service.

Performance Measures	FY20	FY21	FY22
Chamber Annual Banquet at CS Hilton Conference Center			
Area of attraction of attendees	Regional	Regional	Regional
Number of event attendees	553	363	500
Estimated out of town attendees	240	145	240
Awareness/Marketing			
Promoted via newspaper, radio, television and website	Yes	Yes	Yes
Economic Outlook Conference			
Area of attraction of attendees	Regional	Regional	Regional
Number of event attendees	555	300	515
Estimated out of town attendees	280	140	260
Awareness/Marketing			
Promoted via newspaper, radio, television and website	Yes	Yes	Yes

Exhibit D
Certificates of Insurance



BRYACOL-04

CTREJO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2021

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME: Blake Kopetsky	
	PHONE (A/C, No, Ext): (979) 764-8444	FAX (A/C, No): (979) 694-7603
	E-MAIL ADDRESS: bkopetsky@dextercompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Pacific Employers Insurance Company	22748
	INSURER B : ACE Property & Casualty Insurance Company	20699C
	INSURER C : Chubb Indemnity Insurance Company	12777
	INSURER D : Philadelphia Indemnity Insurance Company	18058
	INSURER E :	
	INSURER F :	

INSURED

Bryan College Station Chamber of Commerce
4001 E. 29th Street, STE 200
Bryan, TX 77802

COVERAGES

CERTIFICATE NUMBER:
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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CLUTXD946843653N	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CLUTXD946843653N	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UMBTXD946843893N	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	71776505	5/1/2021	5/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Directors and Office			PHSD1639453	7/1/2021	7/1/2022	Each Policy Period 1,000,000

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

The General Liability policy includes a 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.

CERTIFICATE HOLDER

CANCELLATION

City of College Station
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

Exhibit E
Certificate of Reimbursement Request Form

Exhibit E
REIMBURSEMENT REQUEST FORM
CITY OF COLLEGE STATION
HOTEL TAX FUNDING REQUEST
2020-2021

AGENCY:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
REIMBURSEMENT REQUEST		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN FUNDING AGREEMENT	\$		

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____. I certify that the request for reimbursement submitted is accurate and in accordance with the approved funding agreement and Texas Tax Code § 351.101.

Signature of Authorized Agency Contact

Date

Agency's Certification and Reimbursement Request Form	
Agency Name	Contract #
Program Name	
Name of Agency Contact	Agency's Address
I. Agency's Certification and Reimbursement Request	
I hereby certify: ☐ The information presented on this form is true and complete to the best of my knowledge; ☐ All programs and services have been executed in accordance with the terms and requirements of the contract; ☐ All expenses for which payment is being requested herein were incurred by the above-referenced program(s); ☐ All approved Board minutes and agendas have been received by the Budget and Financial Reporting Department; ☐ All signed and dated Financial Activity Reports, Narrative Reports, Performance Measures and Expenditure Reports have been received by the Budget and Financial Reporting Department; ☐ All supporting documentation to substantiate this request has been received by the Budget and Financial Reporting Department. ☐ The agency is in full compliance with the terms and conditions of the above referenced contract. I hereby request reimbursement for approved program expenses to date in the amount of \$ _____. Signature of Agency Contact Date	
II. Contract Manager's Certification	
I have reviewed the documents submitted for the _____ quarter by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number. I hereby approve payment to the agency in the amount of \$ _____. Signature of Contract Manager Date	
III. Budget Manager's Certification	
I hereby approve payment to the agency in the amount of \$ _____. Signature of Budget Manager Date	

Exhibit F
List of Additional Benefits

Exhibit F

List of Additional Benefits

Agency shall provide the following to City:

1. Annual Banquet

- City shall be listed as title sponsor on all media, invitation and signage at event.
- Chamber shall provide table of 12, front and center at event.
- Mayor and spouse shall be seated at head table.
- Mayor shall introduce keynote speaker.

2. Economic Outlook Conference

- City shall be listed as hospitality sponsor on all media, invitation, notebook and signage at event.
- Chamber shall provide table of 8 front and center at event and luncheon.
- Mayor shall be seated at head table or speakers table at luncheon if such tables are provided.
- Mayor will be provided an opportunity to make remarks at the beginning of the event.

3. Membership /Membership Listing

- Chamber shall provide 1 Platinum Membership valued at \$2,130 at Silver Membership rate of \$720.
- Chamber shall provide the following listings in Annual Directory:
 - City of College Station (Bryan Woods, City Manager)
 - City of College Station City Council (Karl Mooney, Mayor)
 - City of College Station Parks and Recreation (David Schmitz, Parks and Recreation Director) Listed under Event Facilities and Recreation
 - College Station Utilities (Timothy Crabb, Electric Utility Director; Gary Mechler Water Services Director) Listed under Utilities

4. Leadership Brazos

- Chamber shall provide a maximum of two (2) \$500 scholarships to City employee(s) selected through the normal selection process.

5. Legislative Affairs

- Chamber shall include 4 attendees on legislative trip to Austin (not including accommodations), list City as a sponsor, and include signage acknowledging sponsorship at reception.
- Chamber shall include 2 attendees on trip to Washington DC
 - Airfare and accommodations will not be paid by the Chamber
 - Chamber will pay for meals provided to the group, and transportation to and from the airport and any other activity requiring transport.

6. Advertising

- Chamber shall provide a full page ad in the Annual Directory at either the inside front cover or inside back cover.

September 23, 2021

Item No. 7.10.

Funding agreement between the City of College Station and the Brazos Valley Economic Development Corporation for FY22

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Brazos Valley Economic Development Corporation for FY22 in the amount of \$350,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2021-2022 budget process the City Council approved funding for the Brazos Valley Economic Development Corporation in the amount of \$350,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2021-2022 General Fund.

Attachments:

1. GF Funding Agreement - BVEDC



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300002 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of General Funds with Brazos Valley Economic Development Corporation

Name of Contractor: Brazos Valley Economic Development Corporation

CONTRACT TOTAL VALUE: \$ 350,000

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)

Funding for this contract was approved in the FY22 Budget and is available in the General Fund.

Budget Code: 10019100-6720 GF-ND-Exp-Nonoper-Contrib

(If required)*

CRC Approval Date*: _____ **Council Approval Date*:** _____ **Agenda Item No*:** _____

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

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

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 ___

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION** a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City has the objective of promoting and facilitating activities that enhance the economic base of College Station through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing; and

WHEREAS, Agency through its purpose shares this common goal with the City; and

WHEREAS, the City desires to assist Agency promoting economic development; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Brazos Valley Economic Development Corporation, a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 Agency is responsible for promoting and facilitating activities that enhance the economic base of Brazos County through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 CENTS (\$350,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2021 to September 30, 2022**. Payment will be made in eleven monthly installments of **\$29,166.67** and the twelfth payment will be **\$29,166.63**.

3.2 Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other

documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available

to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2021 and terminates at midnight October 31, 2022. However, the program period shall begin October 1, 2021 and terminates at midnight September 30, 2022. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

- (a)** Commercial General Liability;
- (b)** Business Automobile Liability; and
- (c)** Workers' Compensation/Employer's Liability.

8.4 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. 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 not exclude 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.

8.6 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (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.

8.7 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection.

Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

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

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

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

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

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Ross Brady
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Brazos Valley Economic Development
1716 Briarcrest Drive, Suite 714
Bryan, Texas 77802

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and

- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

**BRAZOS VALLEY ECONOMIC
DEVELOPMENT CORPORATION**

CITY OF COLLEGE STATION

By:_____

Printed Name:_____

Title:_____

Date:_____

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

Brazos Valley Economic Development Corporation
Statement of Financial Position
As of January 31, 2021

ASSETS

Current Assets

Operating Cash	\$ 618,820.03
Accounts Receivable	44,750.00
Prepaid Expenses	12,788.53
Partner Funding Receivable	184,166.76

Total Current Assets	860,525.32
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Fixed Assets

1405 Furniture, Fixtures & Eqpt.	87,310.84
1490 Accumulated Depreciation	-81,992.40

Total 1400 Fixed Assets	5,318.44
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Restricted Cash

Economic Development Funds	989,465.01
Restricted - Advanta	50,000.00
Restricted Cash - Texas New Ventures Competition	5,000.00
Restricted Cash - Zoetis	20,000.00

Total other assets	1,064,465.01
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TOTAL ASSETS	\$ 1,930,308.77
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LIABILITIES AND NET ASSETS

Current Liabilities

2000 Accounts Payable	\$ 8,750.00
2100 Credit Cards	10,045.97
2020 Accrued Compensated Absences	34,036.58
2200 KBTX Credit	505.00
2200 Accrued Expenses-Exosent Incentive	20,000.00
2200 Accrued Expenses-New Venture Competition	5,000.00

Total Current Liabilities	78,337.55
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Net Assets

3000 Net Assets Without Donor Restrictions	1,621,129.22
ED funding**	66,666.68
Net Income	164,175.32

Total Net Assets Without Donor Restrictions	1,851,971.22
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TOTAL LIABILITIES AND NET ASSETS	\$ 1,930,308.77
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***This is a book entry only to reflect addtions to the ED fund from operating cash*

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS

Brazos Valley Economic Development Corporation
Budget vs Actual - FY21 YTD
October 2020 - January 2021

	Actual	Budget	Total over Budget	% of Budget
Income				
4100 Brazos County - OP	116,666.65	116,666.68	(0.03)	100.00%
4101 City of Bryan - OP	116,666.68	116,666.68	-	100.00%
4102 City of College Station - OP	116,666.68	116,666.68	-	100.00%
4103 TAMU Partnership	150,000.00	150,000.00	-	100.00%
4104 Invest Brazos Valley	92,000.00	63,333.32	28,666.68	145.26%
4119 International Gateway	12,000.00	5,000.00	7,000.00	240.00%
4124 Business Summit	-	20,000.00	(20,000.00)	0.00%
4185 TCE - Mkt	20,000.00	20,000.00	-	100.00%
4200 Interest Income - Operating	915.22	833.32	81.90	109.83%
Total Income	624,915.23	609,166.68	15,748.55	102.59%
Gross Profit	624,915.23	609,166.68	15,748.55	102.59%
Expenses				
5000 Meeting Expenses	-	2,000.00	(2,000.00)	0.00%
5010 Conferences/Training	4,493.72	7,333.32	(2,839.60)	61.28%
5100 Memberships	19,209.83	14,000.00	5,209.83	137.21%
5200 Technology	6,529.98	10,366.68	(3,836.70)	62.99%
5300 Professional Services	13,955.00	14,500.00	(545.00)	96.24%
5400 Office Expenses	25,890.55	29,574.00	(3,683.45)	87.54%
5500 Posting & Shipping	-	166.68	(166.68)	0.00%
5550 Printing Costs	-	333.32	(333.32)	0.00%
5600 Administration Costs	218,113.07	242,071.96	(23,958.89)	90.10%
5700 Bus Dev/Mtkg-Hunting	172,547.76	231,333.36	(58,785.60)	74.59%
5900 Business Ins	-	833.32	(833.32)	0.00%
5970 Strategic Plan Implementation	-	13,333.32	(13,333.32)	0.00%
Total Expenses	460,739.91	565,845.96	(105,106.05)	81.42%
Net Operating Income	164,175.32	43,320.72	120,854.60	378.98%
Other Expenses				
5999 Contingency	-	9,987.28	(9,987.28)	0.00%
Total Other Expenses	-	9,987.28	(9,987.28)	0.00%
Net Other Income	-	(9,987.28)	9,987.28	0.00%
Net Income	164,175.32	33,333.44	130,841.88	492.52%

NO ASSURANCE IS PROVIDED ON THESE SUPPLEMENTAL SCHEDULES

Brazos Valley Economic Development Corporation
A/R Aging Summary
As of January 31, 2021

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
BearX Daycation Resort	-	-	-	-	375.00	375.00
Bio35	1,500.00	-	-	-	-	1,500.00
Brenham National Bank	5,000.00	-	-	-	-	5,000.00
City of Bryan	-	-	-	-	750.00	750.00
College Station Town Center Inc	-	-	5,000.00	-	-	5,000.00
CW CS 1 LP	-	-	1,250.00	-	-	1,250.00
Finial Group	-	-	625.00	-	-	625.00
Mervin Peters	-	-	1,000.00	-	-	1,000.00
Orthodyne	6,000.00	-	-	-	-	6,000.00
PlanNorth Architectural Co.	-	-	1,250.00	-	-	1,250.00
Prosperity Bank	5,000.00	-	-	-	-	5,000.00
Riverstone Commercial RE	-	-	5,000.00	-	-	5,000.00
Seidel Schroeder & CO.	-	-	-	-	1,000.00	1,000.00
Stafford Barrett	-	-	2,500.00	-	2,000.00	4,500.00
Terracon	-	-	-	2,500.00	-	2,500.00
Theravet	1,500.00	-	-	-	-	1,500.00
Zoetis	-	-	-	-	2,500.00	2,500.00
TOTAL	\$ 19,000.00	\$ 0.00	\$ 16,625.00	\$ 2,500.00	\$ 4,125.00	\$ 44,750.00

NO ASSURANCE IS PROVIDED ON THIS SUPPLEMENTAL SCHEDULE

Brazos Valley Economic Development Corporation
Statement of Financial Position
As of February 28, 2021

ASSETS

Current Assets	
Operating Cash	\$ 745,175.39
Accounts Receivable	39,875.00
Prepaid Expenses	11,358.95
Partner Funding Receivable	155,000.09
Total Current Assets	<u>951,409.43</u>
Fixed Assets	
1405 Furniture, Fixtures & Eqpt.	87,310.84
1490 Accumulated Depreciation	<u>-81,992.40</u>
Total 1400 Fixed Assets	<u>5,318.44</u>
Restricted Cash	
Economic Development Funds	1,006,131.68
Restricted - Advanta	50,000.00
Restricted Cash - Texas New Ventures Competition	5,000.00
Restricted Cash - Zoetis	<u>20,000.00</u>
Total other assets	<u>1,081,131.68</u>
TOTAL ASSETS	<u>\$ 2,037,859.55</u>

LIABILITIES AND NET ASSETS

Current Liabilities	
2000 Accounts Payable	\$ 25,519.36
2100 Credit Cards	7,053.76
2020 Accrued Compensated Absences	34,036.58
2200 KBTX Credit	505.00
2200 Accrued Expenses-Exosent Incentive	20,000.00
2200 Accrued Expenses-New Venture Competition	5,000.00
2900 PPP Loan	<u>97,489.97</u>
Total Current Liabilities	<u>189,604.67</u>
Net Assets	
3000 Net Assets Without Donor Restrictions	1,621,129.22
ED funding**	83,333.35
Net Income	<u>143,792.31</u>
Total Net Assets Without Donor Restrictions	<u>1,848,254.88</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,037,859.55</u>

****This is a book entry only to reflect addtions to the ED fund from operating cash**

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS

Brazos Valley Economic Development Corporation
Budget vs Actual - FY21 YTD
October 2020 - February 2021

	Total			
	Actual	Budget	over Budget	% of Budget
Income				
4100 Brazos County - OP	145,833.31	145,833.35	(0.04)	100.00%
4101 City of Bryan - OP	145,833.34	145,833.35	(0.01)	100.00%
4102 City of College Station - OP	145,833.35	145,833.35	-	100.00%
4103 TAMU Partnership	150,000.00	150,000.00	-	100.00%
4104 Invest Brazos Valley	106,250.00	79,166.65	27,083.35	134.21%
4119 International Gateway	12,000.00	6,250.00	5,750.00	192.00%
4124 Business Summit	-	25,000.00	(25,000.00)	0.00%
4185 TCE - Mkt	25,000.00	25,000.00	-	100.00%
4200 Interest Income - Operating	1,051.49	1,041.65	9.84	100.94%
Total Income	731,801.49	723,958.35	7,843.14	101.08%
Gross Profit	731,801.49	723,958.35	7,843.14	101.08%
Expenses				
5000 Meeting Expenses	-	2,500.00	(2,500.00)	0.00%
5010 Conferences/Training	4,493.72	9,166.65	(4,672.93)	49.02%
5100 Memberships	23,995.79	17,500.00	6,495.79	137.12%
5200 Technology	10,774.88	12,958.35	(2,183.47)	83.15%
5300 Professional Services	16,230.00	18,125.00	(1,895.00)	89.54%
5400 Office Expenses	32,378.47	36,967.50	(4,589.03)	87.59%
5500 Posting & Shipping	-	208.35	(208.35)	0.00%
5550 Printing Costs	-	416.65	(416.65)	0.00%
5600 Administration Costs	280,332.73	302,589.95	(22,257.22)	92.64%
5700 Bus Dev/Mtkg-Hunting	219,538.59	289,166.70	(69,628.11)	75.92%
5900 Business Ins	265.00	1,041.65	(776.65)	25.44%
5970 Strategic Plan Implementation	-	16,666.65	(16,666.65)	0.00%
Total Expenses	588,009.18	707,307.45	(119,298.27)	83.13%
Net Operating Income	143,792.31	16,650.90	127,141.41	863.57%
Other Expenses				
5999 Contingency	-	12,484.10	(12,484.10)	0.00%
Total Other Expenses	-	12,484.10	(12,484.10)	0.00%
Net Other Income	-	(12,484.10)	12,484.10	0.00%
Net Income	<u>143,792.31</u>	<u>4,166.80</u>	<u>139,625.51</u>	<u>3450.91%</u>

NO ASSURANCE IS PROVIDED ON THESE SUPPLEMENTAL SCHEDULES

Brazos Valley Economic Development Corporation
A/R Aging Summary
As of February 28, 2021

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
American Fire Protection	2,500.00	-	-	-	-	2,500.00
BB&T	5,000.00	-	-	-	-	5,000.00
BearX Daycation Resort	-	-	-	-	375.00	375.00
Bio35	-	1,500.00	-	-	-	1,500.00
City of Bryan	-	-	-	-	750.00	750.00
College Station Town Center Inc	-	-	5,000.00	-	-	5,000.00
CW CS 1 LP	-	-	1,250.00	-	-	1,250.00
Dickinson Wright	5,000.00	-	-	-	-	5,000.00
Oldham Goodwin	500.00	-	-	-	-	500.00
PlanNorth Architectural Co.	1,250.00	-	1,250.00	-	-	2,500.00
Riverstone Commercial RE	-	-	5,000.00	-	-	5,000.00
Seidel Schroeder & CO.	-	-	-	-	1,000.00	1,000.00
Stafford Barrett	-	-	2,500.00	-	2,000.00	4,500.00
Terracon	-	-	-	2,500.00	-	2,500.00
Theravet	1,500.00	-	-	-	-	1,500.00
Zoetis	-	-	-	-	2,500.00	2,500.00
TOTAL	\$ 8,250.00	\$ 1,500.00	\$ 15,000.00	\$ 2,500.00	\$ 4,125.00	\$ 33,875.00

NO ASSURANCE IS PROVIDED ON THIS SUPPLEMENTAL SCHEDULE

Exhibit B
Narrative Summary of Activity



BUDGET NARRATIVE FOR THE CITY OF COLLEGE STATION - FY 2021-2022

SUMMARY

The attached budget for FY 2021-2022 represents no increase in the budget request from our Category I Funding Partners of \$350,000 each. The Category I Funding Partners for 2020-2021 were the Cities of College Station and Bryan as well as Brazos County and Texas A&M University.

Invest Brazos Valley (IBV) income is a projection of anticipated income from the private sector due to re-engagement of private sector industry and business. This \$190,000 is consistent with the 2019-2020 budget year.

The Board of the Brazos Valley Economic Development Corporation has supported replenishing the economic development (ED) fund. Anticipated contributions to the ED fund are projected to be the same from 2020-2021 to 2021-2022.

Payroll and all associated costs for personnel for 2021-2022 are budgeted to be the same as was budgeted in 2020-2021. There was a vacancy on the staff for the majority of 2020 that has since been filled. This position is noted on the attached organizational chart and will not increase the budgeted expenditures from 2020-2021.

FUTURE PROJECTIONS

The Brazos Valley Economic Development Corporation does not expect to increase its request for funding in the years 2023 and 2024.

Our approach is to work collaboratively with both cities, the County, Texas A&M University, and other educational partners on economic growth by retaining the businesses we have and expanding those businesses and seeking in cooperation with our partners targeted businesses that the community would like to recruit. Our work will continue with the Small Business Development Association and a concerted effort for coordination with all business-related entities in the community.

In the era defined by the COVID-19 pandemic, we know that our work as economic developers is more imperative than ever as our region recovers from the effects of the ongoing pandemic. We consider it a privilege to work with each of our government partners on this effort.

Exhibit C
Performance Measures

BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION DASHBOARD

Assisted, Facilitated, or Supported Activities in Brazos County

As of December 31, 2020



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD Total
Launch -- assisted newly created businesses	0	0	0	1	6	0	1	2	0	2	2	1	15
Grow -- assisted existing businesses	1	0	1	1	2	1	0	1	1	1	0	1	10
Locate -- businesses recruited	3	6	1	1	3	3	7	5	8	3	3	3	46
BRE Visits -- existing businesses visited	8	13	42	21	13	27	5	6	24	21	10	13	203
Recruitment Visits	11	6	10	4	3	3	4	6	2	3	9	5	66
Proposals -- RFP or RFI	3	3	2	2	4	3	10	4	7	0	3	3	44
New IBV Members	1	1	1	1	1	4	0	1	3	0	1	0	14

Jobs Created -- number of new jobs from launch, grow and locate	0	600	0	0	0	14	0	30	0	73	100	0	817
Capital Investment -- \$ from launch, grow and locate	0.0	35.0	0.0	1.0	0.00	19.9	0.0	2.3	0.0	1.0	30.0	0.0	89.2

* Capital Investment in \$M

CONFIDENTIAL AND NOT FOR DISTRIBUTION

The Dashboard is representative of community effort, not exclusively the Brazos Valley Economic Development Corporation.

The BVEDC assisted, supported, or facilitated the efforts of the companies represented by the metrics of the Dashboard.

BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION ACTIVE PROJECTS

1/1/2020 to 12/31/2020



Key	
Launch - LAU Grow = GRO Locate - LOC	
Brazos County - BC College Station - CS	
Bryan - B Texas A&M Univ. - TAMU	

Added	Location	Project #	New Jobs	Square Feet	Investment	Timing	Timing Date	Stage	Industry
2020-01	TBD	GRO-TBD-013	20	5,000	\$500 K	Q1-2020	3/30/2020	Closed-Lost	Professional Services
2020-01	TBD	LOC-TBD-062	200	150,000	TBD	Q3-2020	9/30/2020	Prospect	Biotechnology
2020-01	TBD	LOC-TBD-063	50	10,000	\$2 M	Q2-2021	6/30/2021	Prospect	Manufacturing
2020-01	TBD	LOC-TBD-064	TBD	TBD	TBD	Q1-2021	3/30/2021	Prospect	Biotechnology
2020-02	TBD	LOC-TBD-066	1,200	550,000	\$1.3 B	Q4-2020	12/31/2020	Prospect	Manufacturing
2020-02	Bryan	LOC-B-006	TBD	TBD	TBD	Q3-2020	9/30/2020	Prospect	Manufacturing
2020-02	College Station	LOC-CS-010	200	110,000	\$140 M	Q3-2020	9/30/2020	Finalist	Biotechnology
2020-02	College Station	LOC-CS-011	355	80,000	\$14.5 M	Q3-2020	9/30/2020	Prospect	Biotechnology
2020-02	College Station	LOC-CS-012	14	12,800	\$19.9 M	Q2-2020	6/30/2020	Closed-Won	Biotechnology
2020-02	TBD	LOC-TBD-065	25	100,000	TBD	Q4-2020	12/31/2020	Prospect	Manufacturing
2020-03	Brazos County	GRO-BC-008	50	0	\$15 M	Q4-2020	12/31/2020	Finalist	Biotechnology
2020-03	Bryan	LOC-B-007	450	1,250,000	\$550 M	Q2-2021	6/30/2021	Prospect	Manufacturing
2020-04	TBD	GRO-TBD-014	TBD	25,000	TBD	Q2-2020	6/30/2020	Finalist	Manufacturing
2020-04	TBD	LAU-TBD-019	5	1,000	\$500 K	Q4-2020	12/31/2020	Prospect	Research
2020-04	TBD	LOC-TBD-067	TBD	100,000	TBD	Q3-2020	9/30/2020	Closed-Lost	Biotechnology
2020-05	Bryan	GRO-B-004	5	1,000	\$500 K	Q2-2021	6/30/2021	Finalist	Technology
2020-05	College Station	GRO-CS-011	73	0	\$1 M	Q3-2020	9/30/2020	Closed-Won	Technology
2020-05	Bryan	LAU-B-003	5	1,000	\$500 K	Q2-2021	6/30/2021	Closed-Won	Biotechnology
2020-05	College Station	LAU-CS-005	5	1,000	\$500 K	Q2-2021	6/30/2021	Closed-Won	Biotechnology
2020-05	College Station	LAU-CS-006	5	1,000	\$500 K	Q2-2021	6/30/2021	Closed-Won	Biotechnology
2020-05	College Station	LAU-CS-007	5	1,000	\$500 K	Q2-2021	6/30/2021	Closed-Won	Technology
2020-05	College Station	LAU-CS-008	5	1,000	\$500 K	Q2-2021	6/30/2021	Closed-Won	Biotechnology
2020-05	College Station	LAU-CS-009	5	1,000	\$500 K	Q2-2021	6/30/2021	Closed-Won	Technology
2020-05	Bryan	LOC-B-008	1,600	1,000,000	\$250 M	Q4-2020	12/31/2020	Closed-Lost	Manufacturing
2020-05	College Station	LOC-CS-013	50	44,000	\$14 M	Q4-2020	12/31/2020	Closed-Lost	Manufacturing
2020-05	TBD	LOC-TBD-068	60	30,000	\$25 M	Q2-2020	6/30/2020	Prospect	Manufacturing
2020-06	Brazos County	GRO-BC-009	TBD	12,000	TBD	Q4-2020	12/31/2020	Finalist	Professional Services
2020-06	Bryan	LOC-B-009	1800	3,000,000	\$500 M	Q3-2020	9/30/2020	Prospect	Manufacturing
2020-06	Bryan	LOC-B-010	200	170,000	\$12 M	Q4-2020	12/31/2020	Prospect	Manufacturing
2020-06	TBD	LOC-TBD-069	100	35,000	TBD	Q4-2020	12/31/2020	Finalist	Professional Services
2020-07	TBD	LAU-TBD-020	3	1000	TBD	Q4-2020	12/31/2020	Finalist	Manufacturing
2020-07	Bryan	LOC-B-011	16	100,000	\$27 M	Q4-2020	12/31/2020	Closed-Lost	Manufacturing
2020-07	Bryan	LOC-B-012	100	60,000 - 100,000	\$2.2 M	Q1-2021	3/30/2021	Prospect	Manufacturing
2020-07	Bryan	LOC-B-013	100	110,000	\$3-5 M	Q1-2021	3/30/2021	Prospect	Manufacturing
2020-07	Bryan	LOC-B-014	575	1,500,000	\$175 M	Q1-2021	3/30/2021	Finalist	Distribution
2020-07	TBD	LOC-TBD-070	TBD	TBD	TBD	Q4-2020	12/31/2020	Prospect	Professional Services
2020-07	TBD	LOC-TBD-071	16	100,000	\$27 M	Q1-2021	3/30/2021	Prospect	Manufacturing
2020-07	TBD	LOC-TBD-072	10	30,000 - 45,000	\$4-5 M	Q1-2021	3/30/2021	Prospect	Technology
2020-08	Brazos County	GRO-BC-010	TBD	56,000	\$2 M	Q3-2020	9/30/2020	Closed-Won	Manufacturing
2020-08	College Station	LAU-CS-010	5	1,000	\$500 K	Q3-2020	9/30/2020	Finalist	Manufacturing
2020-08	College Station	LAU-CS-011	5	1,000	\$500 K	Q3-2020	9/30/2020	Finalist	Professional Services
2020-08	Bryan	LOC-B-015	200	300,000	TBD	Q2-2021	6/30/2021	Prospect	Manufacturing
2020-08	College Station	LOC-CS-014	300	50,000	TBD	Q1-2021	3/30/2021	Prospect	Technology
2020-08	TBD	LOC-TBD-073	300	400,000	TBD	Q2-2021	6/30/2021	Finalist	Manufacturing
2020-08	TBD	LOC-TBD-074	TBD	50,000	TBD	Q1-2021	3/30/2021	Prospect	Distribution
2020-08	TBD	LOC-TBD-075	5	1,000	\$500 K	Q1-2021	3/30/2021	Prospect	Manufacturing
2020-09	Brazos County	GRO-BC-011	0	32,000	TBD	Q3-2020	9/30/2020	Closed-Won	Distribution
2020-09	Bryan	LOC-B-016	190-300	70,000	\$6 M	Q1-2021	3/30/2021	Prospect	Manufacturing
2020-09	College Station	LOC-CS-015	TBD	5,000-10,000	TBD	Q1-2021	3/30/2021	Prospect	Manufacturing
2020-09	TBD	LOC-TBD-076	1,000+	TBD	\$1 - 1.5B	Q2-2021	6/30/2021	Finalist	Biotechnology
2020-09	TBD	LOC-TBD-077	330	50,000 - 100,000	TBD	Q4-2020	12/31/2020	Prospect	Manufacturing
2020-09	TBD	LOC-TBD-078	6	3,000-5,000	TBD	Q1-2021	3/30/2021	Prospect	Manufacturing
2020-09	TBD	LOC-TBD-079	TBD	TBD	TBD	Q2-2021	6/30/2021	Finalist	Professional Services
2020-09	TBD	LOC-TBD-080	1,000	1,000,000	\$200 M	Q2-2021	6/30/2021	Prospect	Distribution
2020-09	TBD	LOC-TBD-081	1,000+	275,000	\$116 M	Q1-2021	3/30/2021	Closed-Lost	Manufacturing
2020-10	Brazos County	GRO-BC-012	TBD	TBD	TBD	Q3-2021	9/30/2021	Finalist	Biotechnology
2020-10	TBD	LAU-TBD-021	5	Virtual	TBD	Q4-2020	12/31/2020	Finalist	Technology
2020-10	TBD	LAU-TBD-022	5	Virtual	TBD	Q4-2020	12/31/2020	Finalist	Technology
2020-10	College Station	LOC-CS-016	90	20,000	\$23 M	Q1-2021	3/30/2021	Finalist	Biotechnology
2020-10	TBD	LOC-TBD-082	5	2000	\$500 K	Q1-2021	3/30/2021	Finalist	Biotechnology
2020-10	TBD	LOC-TBD-083	5-10	2,500	\$3 M	Q2-2021	6/30/2021	Finalist	Biotechnology
2020-11	Bryan	LOC-B-017	100	82,000	\$2-5 M	Q2-2021	6/30/2021	Prospect	Manufacturing
2020-11	TBD	LAU-TBD-023	2-5	1,000	\$500 K	Q2-2021	6/30/2021	Finalist	Energy
2020-11	Bryan	LOC-B-018	200	125,000	\$3.8 M	Q1-2021	3/31/2021	Prospect	Manufacturing
2020-11	Bryan	LOC-B-019	200	100,000	\$5 M	Q1-2021	3/31/2021	Prospect	Manufacturing
2020-11	TBD	LAU-TBD-024	10	15,000	TBD	Q3-2021	9/30/2021	Prospect	Entertainment
2020-12	TBD	LAU-TBD-025	5	5,000	\$500 K	Q1-2021	3/31/2021	Finalist	Manufacturing
2020-12	College Station	LOC-CS-017	3500	960000	\$750 M	Q2-2021	6/30/2021	Prospect	Technology
2020-12	Bryan	LOC-B-021	120	150 Acres	\$120 M	Q2-2021	6/30/2021	Finalist	Manufacturing
2020-12	TBD	LOC-TBD-084	54	37,400	\$5 M	Q2-2021	6/30/2021	Prospect	Manufacturing
2020-12	TBD	GRO-TBD-015	TBD	60000	TBD	Q2-2021	6/30/2021	Finalist	Incubator

Exhibit D
Certificates of Insurance



BRAZVAL-05

CBILSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Cravens Warren Insurance Agency, Inc. 10011 W. Gulf Bank Rd. Houston, TX 77040	CONTACT NAME: PHONE (A/C, No, Ext): (713) 690-6000		FAX (A/C, No): (713) 690-6020
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Texas Mutual Insurance Company		22945
	INSURER B :		
INSURED G&A Outsourcing, LLC dba G&A Partners 17220 Katy Frwy; Suite 350 Houston, TX 77094	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	X	0001076234	2/23/2021	2/23/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Form WC 42 03 11, Texas Professional Employer Organization (PEO) Endorsement, extends coverage to the covered employees of Brazos Valley Economic Development Corporation, the client of the Named Insured.

Policy includes Form #WC4203 04 B Texas Waiver of Our Right to Recover From Others Endorsement in favor of certificate holder where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Ave College Station, TX 77840	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
---	---



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 03 11
Insured copy

Texas Professional Employer Organization (PEO) Endorsement

This endorsement provides coverage for your covered employees to the client shown in the Schedule below.

This endorsement applies only if attached to a policy issued in your name as the primary insured, and only with respect to your client's and your covered employees under a professional employer services agreement between you and your client shown in the Schedule below.

Certain words and phrases in this endorsement are defined as follows:

Client means any person who enters into a professional employer services agreement with a PEO.

Coemployment relationship means a contractual relationship between a client and a PEO that involves the sharing of employment responsibilities with, or allocation of employment responsibilities to, covered employees in accordance with the professional employer services agreement and Texas Labor Code, Chapter 91.

Professional Employer Organization (PEO) means a business entity that offers professional employer services.

Covered employee means an individual having a coemployment relationship with a PEO.

Direct employee means an individual who is employed by a PEO or a client and does not have a coemployment relationship with a PEO.

Professional Employer Services Agreement means a contract between a PEO and a client that includes details of the coemployment relationship.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) apply to your covered employees to the client shown in the Schedule below. Under Part One, we will reimburse you for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Under Part Two, the limits of our liability apply jointly to you and the client. Our duty is to provide a single defense for you and the client on a claim, proceeding, or suit for damages payable under this insurance.

The coverage afforded by this endorsement is not intended to satisfy the client's duty to secure its obligations under the workers compensation law for its direct employees.

If this policy is cancelled, we will send notice of such cancellation to you. You must notify each client by certified mail within three days of receipt of such notice.

Premium will be charged for covered employees of the client shown in the Schedule below. To satisfy your obligations under Part Five (Premium), C.2, you must maintain and furnish to us a complete payroll record by client for these covered employees.

Part Four (Your Duties If Injury Occurs) applies to you and to the client. The client will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 03 11
Insured copy

Schedule

Client name

Client ID

Locations

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/23/21 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 2/23/21

Issued to: G & A OUTSOURCING INC

DBA: G & A PARTNERS

This is not a bill

NCCI Carrier Code: 29939

Authorized representative

September 23, 2021

Item No. 7.11.

Funding agreement between the City of College Station and the College Station Noon Lions Club for FY22

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the College Station Noon Lions Club for FY22 in the amount of \$16,500.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2021-2022 budget process the City Council approved funding for the College Station Noon Lions Club in the amount of \$16,500.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2021-2022 General Fund.

Attachments:

1. General Fund Funding Agreement - Noon Lions Club



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 2230003 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: City of College Station Funding Agreement For
Payment and Use of General Funds with College Station Noon Lions Club

Name of Contractor: College Station Noon Lions Club Incorporated

CONTRACT TOTAL VALUE: \$ 16,500 **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)

Funding for this contract was approved in the FY22 Budget and is available in the General Fund.

Budget Code: 10019100-6720 GF-ND-Exp-Nonoper-Contrib

CRC Approval Date*: _____ **Council Approval Date*:** 9/23/21 **Agenda Item No*:** _____
(If required)*

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

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

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 ___

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
COLLEGE STATION NOON LIONS CLUB INCORPORATED**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **COLLEGE STATION NOON LIONS CLUB, INCORPORATED** a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City is aware of the need to celebrate America and host local community celebrations; and

WHEREAS, Agency through its purpose shares this common goal with the City by providing local community celebrations; and

WHEREAS, the City desires to assist Agency in providing for this celebration thereby serving a public purpose; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the College Station Noon Lions Club, Incorporated a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.4 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.5 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.6 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.7 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 Agency shall provide a a local community celebration.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$16,500.00)** to be paid as follows:

- a.** The total amount of **SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$16,500.00)** shall be paid from the General Fund.
- b.** The appropriated funds shall be used during the period of October 1, 2021, to September 30, 2022.
- c.** City will pay Agency prior to the Event upon receipt of request for funds. Payment will occur within thirty days of request.

3.2 The City shall receive all reports required herein from the Agency no later than sixty (60) days after the Event.

3.3 City may require that funds be returned to City if City determines that Agency's expenditures deviate materially from their Statement of Work or if the reports required herein are not submitted in a complete and timely manner.

3.4 Funding from the City may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2021 and terminates at midnight October 31, 2022. However, the program period shall begin October 1, 2021 and terminates at midnight September 30, 2022. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:

(1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City

(2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

8.4 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. 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 not exclude 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.

8.6 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (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.

8.7 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the

City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless

the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

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

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

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

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Ross Brady
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

College Station Noon Lions Club
Attn: Mary Walker, President
PO Box 112
College Station, Texas 77841-0112

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

**COLLEGE STATION NOON LIONS
CLUB INCORPORATED**

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

62nd Annual I Love America Celebration

2022 PROPOSED BUDGET

REVENUE

CITY OF COLLEGE STATION			\$	16,500.00
CITY OF BRYAN			\$	4,500.00
KONA ICE	1	TRUCK	\$	300.00
FOOD TRUCK	1	TRUCK cash	\$	300.00
FOOD TRUCK	1	TRUCK	\$	300.00
FOOD TRUCK	1	TRUCK	\$	300.00
MARCO'S PIZZA	1	TENT	\$	300.00
SWEET POPS	1	TENT	\$	300.00
C&L's SON FOOD TRUCK	1	TRUCK	\$	300.00
C & L NUTS	1	TENT	\$	300.00
T-shirts Sales	1,200		\$	1,200.00
Caps and visors	50		\$	500.00
WATER, SOFT DRINKS			\$	1,500.00
SAUSAGES			\$	1,000.00
ESTIMATED REVENUE			\$	27,600.00

EXPENSE				
10' X 15' TENT - PURCHASE	6	110	\$	(660.00)
RENTAL:				
CHAIRS	250	4	\$	(937.50)
8' TABLES	25	9	\$	(218.75)
6' TABLES	10	7	\$	(67.50)
PLAYGROUND EQUIPMENT			\$	(3,000.00)
FANS	12	70	\$	(840.00)
TRAIN			\$	(1,000.00)
FLAGPOLE, US FLAG (DRAWING)			\$	(500.00)
BAND			\$	(3,000.00)
VARIOUS SUPPLIES			\$	(1,500.00)
PRIZES			\$	(2,000.00)
ICE			\$	(600.00)
SOFT DRINKS			\$	(750.00)
GOLF CARTS			\$	(750.00)
WATERMELONS			\$	(600.00)
SOUND EQUIPMENT			\$	(1,000.00)
TAMU SMALL STAGE			\$	(945.00)
CPS & VISORS			\$	(646.56)
T-SHIRTS			\$	(646.56)
T-SHIRTS			\$	(488.16)
SPONSOR T-SHIRTS			\$	(339.00)
PORT-A-POTTIES			\$	(900.00)
ESTIMATED EXPENSES			\$	(21,389.03)
ESTIMATED PROFIT/(LOSS)			\$	6,210.97
DONATION DRIVE PROJECT				
T-SHIRTS FOR VOLUNTEERS	40	3	\$	(135.60)
I LOVE AMERICA YARD SIGNS	600	5	\$	(3,270.00)
EXPENSE			\$	(3,405.60)
ESTIMATED PROFIT/(LOSS)			\$	2,805.37

Exhibit B
Narrative Summary of Activity

Report: 2020 “I Love America” July 4 Service Project Donation Drive and Yard Sign Distribution

The College Station Noon Lions Club (CSNL) has an over 60 year history of providing a community celebration for the 4th of July. This celebration has the title of “I Love America.” In recent years, this event was held on the grounds of the George Bush Presidential Library and Museum. The museum would offer free admission throughout the day, and our club would provide free games, watermelon, entertainment, and the opportunity to purchase concessions.

In 2020, the museum closed due to pandemic restrictions, and social distancing practices were in place throughout the state. However, our club was determined to continue the spirit of the 4th of July. A committee was formed to look at alternative ways of celebrating.

The goals of this alternative celebration were as follows:

- Provide our community a way to express their support for our country on July 4th
- Conduct a service project that benefits our community in a safe, socially distant way for all involved
- Continue College Station Noon Lions Club tradition of celebrating July 4th and serving our community

Alternative 4th of July Observance

After much consideration and research, the club organized and coordinated an alternative way to celebrate that engaged the community and helped a local nonprofit in their mission to help those in need. The celebration consisted of:

- A donation drive of toiletries, diapers, and funds to benefit The Salvation Army. A drive up drop-off site was established at the Brazos Center, where participants delivered their donations in a socially distant way.

The Salvation Army was chosen because they were facing unprecedented requests for help. Toiletries and diapers are not typically donated to places that collect food, but are still needed by those who are facing financial hardship. In addition, the organization was receiving many, many requests for help with utility and rent expenses. Cash donations could be applied to that need.

The Salvation Army expressed their thanks to the College Station Noon Lions Club. The success of this event also propelled our club to partner with them for two other service projects to help those in need: (1) backpack distribution to school children; (2) refurbishing the outside of their office building, where people come for help.

- Every person who donated received an “I Love America” yard sign.

- “I Love America” yard signs were also distributed to police and fire stations in College Station and Bryan. They were placed in public areas, hospitals and other locations where requested.

Funding

The \$2,500 that the City of College Station entrusted to us for this event was used to offset the following:

1,000 I Love America Yard Signs and Stands	\$ 5,450.56
100 T-shirts for volunteers	<u>\$ 574.00</u>
Total Expenses:	\$ 6,024.56

In addition, two club members underwrote publicity charges of \$290, and at least 300 volunteer hours were put into this project. Thank you for the funding that allowed the College Station Noon Lions Club to live our motto of “We Serve” and help those in need. Also, thank you for all you do to benefit our community.

Follow Up Action

In 2021, we hope to be able to celebrate the 4th of July as we have in the past—with an event at the George Bush Presidential Library and Museum. However, the success of 2020’s alternative celebration makes us want to continue with a similar service project. In 2021, we are also planning to have a drive-up drop-off donation site to benefit The Salvation Army AND our more traditional community celebration outdoors.

We are grateful to the City of College Station for supporting our endeavors.

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2021

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).

PRODUCER

DSP Insurance Services, Inc.
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173

CONTACT

NAME: John Adams

PHONE
(A/C, No, Ext): 1-800-316-6705FAX
(A/C, No): 847-934-6186E-MAIL
ADDRESS: lionsclubs@dspins.com**INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A : ACE American Insurance Company

22667

INSURED

College Station Noon Lions Club / District 2-S5
College Station Texas

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					HDOG72484757	09/01/2021	09/01/2022	EACH OCCURRENCE	\$ 1,000,000
	☒	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☐	CLAIMS-MADE	☒	OCCUR	MED EXP (Any one person)				\$ 5,000	
	☒	Agg. Per Named Insured							PERSONAL & ADV INJURY	\$ 1,000,000
	☐	is \$2,000,000							GENERAL AGGREGATE	\$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☒	POLICY	☐	PRO-JECT	☐				LOC	
A	AUTOMOBILE LIABILITY					ISAH25550596	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐	ANY AUTO							BODILY INJURY (Per person)	\$
	☐	ALL OWNED AUTOS	☐	SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	☒	HIRED AUTOS	☒	NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
	☐		☐						\$	
	☐	UMBRELLA LIAB		☐	OCCUR				EACH OCCURRENCE	\$
	☐	EXCESS LIAB		☐	CLAIMS-MADE				AGGREGATE	\$
	☐	DED	☐	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N / A					☐ WC STATU-TORY LIMITS	☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$
									E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: I Love America Fourth of July Celebration, July 4, 2022

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** City of College Station ***

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER

City of College Station
P.O. Box 9960
College Station Texas 77842

CANCELLATION

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

September 23, 2021

Item No. 7.12.

Funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY22

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY22 in the amount of \$30,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2021-2022 budget process the City Council approved funding for the Memorial for All Veterans of the Brazos Valley in the amount of \$30,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2021-2022 Hotel Occupancy Tax Fund. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. The Memorial for all Veterans of the Brazos Valley budget is included in the Attachments.

Attachments:

1. HOT Funding Agreement- Veterans Memorial
2. Veterans Park - FY22 - Budget



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300008 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of Hotel Tax with Memorial for All Veterans of the Brazos Valley

Name of Contractor: Memorial for All Veterans of the Brazos Valley D/B/A Brazos Valley Veterans Memorial

CONTRACT TOTAL VALUE: \$ 30,000

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)

Funding for this contract was approved in the FY22 Budget and is available in the HOT Fund.

Budget Code: 31219100-6720 HOT-ND-Exp-Nonoper-Contrib

CRC Approval Date*: _____ **Council Approval Date*:** 9/23/21 **Agenda Item No*:** _____

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

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

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 _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR
PAYMENT AND USE OF HOTEL TAX WITH
MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY D/B/A BRAZOS
VALLEY VETERANS MEMORIAL**

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY D/B/A BRAZOS VALLEY VETERANS MEMORIAL**, a Texas Non-Profit Corporation (“Agency”).

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS, Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS, Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Memorial for All Veterans of the Brazos Valley d/b/a Brazos Valley Veterans Memorial, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 City means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.4 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.5 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.6 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.7 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.8 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.9 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **THIRTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$30,000.00)** to be paid as follows:

- a.** The amount of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** shall be used for the funding and design of the Expeditionary Operations Memorial and the Kosovo War Memorial along the "Lynn Stuart Pathway".
- b.** Payment will be made in one lump sum of \$30,000 within thirty (30) days of the close of the first quarter. The appropriated funds shall be used during the period of October 1, 2021 to September 30, 2022.

2.2 Reports and Payments. Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

2.3 Other limitations regarding consideration.

- a.** It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

- b. City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

- (a) Agency shall construct the Gulf War Memorial along the Lynn Stuart Pathway at the Veterans Memorial in Veterans Park and Athletic Complex located at 3101 Harvey Road, College Station, Texas. This location is in the immediate vicinity of conference and convention center facilities and visitor information centers and its vicinity would be frequented by tourists and by convention or conference delegates.
- (b) **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

- (a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.
- (b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- (a) Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- (b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Final Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report
- (d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3) –year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2021 and terminates at midnight on October 31, 2022; however, the program period shall commence on October 1, 2021 and terminate at midnight on September 30, 2022. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.6, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code, and is within the current contractual period approved budget; the budget will be considered approved.
 - (2)** Within thirty (30) days, a full accounting of all expenditures not previously audited by City.
 - (3)** Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.
 - (4)** A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds

determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.6 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

- (1) The termination of the legal existence of Agency
- (2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

- (1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach
- (2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation
- (3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII GENERAL PROVISIONS

8.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

8.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

8.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

8.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

8.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

8.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

8.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

8.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity

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

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

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

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

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

8.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

8.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Ross Brady
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Memorial for All Veterans of the Brazos
Valley
Attn: Randolph W House, President
P.O. Box 11055
College Station, Texas 77842

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published

activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures

BRAZOS VALLEY VETERANS MEMORIAL CITY OF COLLEGE STATION

By:_____

Printed Name:_____

Title:_____

Date:_____

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY, INC.
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018

ASSETS	<u>2019</u>	<u>2018</u>
Current assets:		
Cash and cash equivalents	\$ 155,521	\$ 175,861
Inventory	<u>3,300</u>	<u>11,933</u>
Total current assets	<u>158,821</u>	<u>187,794</u>
Permanent collection (Note 5)	<u>1,860,653</u>	<u>1,761,849</u>
Fixed assets:		
Furniture and equipment	33,959	33,959
Landscaping	41,727	41,727
Land	20,000	20,000
Less accumulated depreciation	<u>(72,550)</u>	<u>(70,582)</u>
Net fixed assets	<u>23,136</u>	<u>25,104</u>
TOTAL ASSETS	<u><u>\$ 2,042,610</u></u>	<u><u>\$ 1,974,747</u></u>
LIABILITIES AND NET ASSETS		
Net assets:		
Without donor restrictions	2,011,110	1,912,661
With donor restrictions	<u>31,500</u>	<u>62,086</u>
Total net assets	<u>2,042,610</u>	<u>1,974,747</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 2,042,610</u></u>	<u><u>\$ 1,974,747</u></u>

See notes to financial statements and independent auditor's report.

Exhibit B
Narrative Summary of Activities

BRAZOS VALLEY VETERANS MEMORIAL FY 22 BUDGET REQUEST

The Board of Directors respectfully requests funding for FY22 in the amount of \$30,000. This request will be for a portion of the costs to complete two additional memorial sites along the Lynn Stuart Pathway. The Board has refocused efforts to complete the sites that are visible from the Veterans Parkway as a mean to increase the visibility of the attraction. These two memorials, EXPEDITIONARY OPERATIONS (1965 – 1990) and KOSOVO WAR (1998-1999), are the only remaining sites to be completed along the front side of the pathway.

EXPEDITIONARY OPERATIONS represents those who served in the DOMINICAN REPUBLIC (1965-1966); GRENADA (1983); and PANAMA (1989-1990). For this site, a life-size, historically accurate bronze Army paratrooper statue will be added. This site will be located midway between the VIETNAM MEMORIAL and the new DERSET STORM MEMORIAL.

KOSOVO WAR represents those who served in the conflict including Serbia and Albania. For this site, a life size, historically accurate Air Force bronze pilot will be added along with a relief bronze aircraft mounted to a raised concrete panel. The statue will feature a female pilot in recognition of their entry to combat flight operations for the US Air Force. The concrete panel will be donated by local contractor JaCODY, Inc. This site will be located opposite of the DESERT STORM MEMORIAL and, together, they will “frame” the view to the main Veterans Memorial and the Louis L. Adam Plaza.

The Board will make similar requests to the City of Bryan and the Brazos County Commissioners Court for a total project cost of \$90,000.

Brazos Valley Veterans Memorial

Proposed Budget for FY 2022

(1/1/22 - 12/31/22)

		2022				
Line		GRAND TOTAL	Operating Fund	Capital Fund	Footnotes [Excludes Depreciation & In-kind (rent & advert.)]	
Balance Forward (as of 1/1/22)		\$ 118,859	\$ 44,999	\$ 73,860		
NON-DIRECTED INCOME	1 Membership Dues (including lunches)	5,000	5,000	-	Membership dues and lunch reimbursements from board members	
	2 Unrestricted donations	4,000	4,000	-		
	3 Interest Income	100	100	-		
	Total Non-Directed Income	9,100	9,100	-		
DIRECTED INCOME	4 Wall of Honor Names	30,000	30,000	-	Based on 200 names x 150 per name \$50K project; Requesting \$16.7K from each city & county. } \$16.7K + 13.3K = \$30K \$40K project; Requesting \$13.3K from each city & county. } \$30K x 3 = \$90K	
	5 Kosovo War	50,000	-	50,000		
	6 Expeditionary Operations	40,000	-	40,000		
	7 Other	-	-	-		
	Total Directed Income	120,000	30,000	90,000		
	TOTAL SOURCES OF FUNDS	247,959	84,099	163,860		
ANNUAL EXPENSES	8 Engraving of Honor Wall Names	15,000	15,000	-	Cost to engrave names (200 names x \$75 per name)	
	9 Administrative Support	6,000	6,000	-	Admin Salary \$500 per month	
	10 Audit & Tax Return	5,000	5,000	-	Audit & Tax Return	
	11 Monthly Meeting	1,200	1,200	-	Monthly Meeting Expense (reimbursed by board members as part of membership dues)	
	12 Printing	1,500	1,500	-	Printing for Wall of Honor certificates, brochures, interpretive panel copies, etc	
	13 Memorial Maintenance & Repair	600	600	-	As needed	
	14 Advertisement	2,000	2,000	-	Advertisement (Excludes in-kind)	
	15 Kiosk , Computer & Website Maint.	900	900	-	Kiosk & Website Maintenance & development; computer replacement	
	16 Credit card service fees	900	900	-	Credit card processing fees	
	17 Flag replacement	1,600	1,600	-	Flags (Replaced May 1st & Nov. 1st each year)	
	18 Miscellaneous	600	600	-	ACBV Membership Dues and miscellaneous items	
	19 Office Supplies	500	500	-	As needed	
	21 Postage	500	500	-	As needed	
	22 Insurance	-	-	-	Not required separately since under city of CS	
	Total Annual Expenses	36,300	36,300	-		
	CAPITAL OUTLAYS	23 Kosovo War	50,000	-	50,000	
		24 Expeditionary Operations	40,000	-	40,000	
		25 Dedication Expenses	3,000	-	3,000	
Total Capital Outlays		93,000	-	93,000		
TOTAL USES OF FUNDS		129,300	36,300	93,000		
EXCESS (DEFICIT)		118,659	47,799	70,860		
Earmarks against Capital Account Balance:		12/31/21	12/31/22			
Balance in Capital Account		\$ 73,860	\$ 70,860			
War on Terror		(8,614)	(8,614)			
Southwest Asia (aka Gulf War/Desert Storm)		-	-			
Entrance Plaza		(6,500)	(6,500)			
Future Project Contingency		(15,000)	(15,000)			
Repair & Replacement Reserve		(23,600)	(23,600)			
Balance Unencumbered		20,146	17,146			

September 23, 2021
Item No. 7.13.
Medical District Trunkline Phases II and III

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with Bleyl Engineering in the amount of \$308,000 for the Medical District Interceptor Project Phases II and III project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project will design and construct 3,500 linear feet of 21-inch and 1,700 linear feet of 18-inch of sewer trunkline and decommission lift station 2, 3, and the Scott & White lift station. This project will also design 3,500 linear of 12-inch sewer line.

Budget & Financial Summary: A combined budget of \$1,000,000 is currently appropriated for these projects in the Water Capital Improvement Projects Fund. A combined total of \$3,361 has been expended or committed to date, leaving a balance of \$996,639 for the contract and future expenses.

Attachments:

1. CS Medical Sewer-Scope and Fee
2. Location Map

Exhibit "A"
Scope of Service

General

The intent of this project is to construct gravity sewer lines to take Lift Station 2, 3, Rock Prairie, and a private lift station off-line. It includes approximately 3,500 linear feet of 21" line from Lift Station 3 to existing manhole R38A1M010, 1700 linear feet of 18" line from Lift Station 2 to manhole R38A1M010, and 3,500 linear feet from the Aldersgate Trust private lift station to manhole S38A2M004.

Scope of Services

1. Project Management
 - a. Provide monthly progress reporting and invoicing
 - b. Provide QA/QC of all deliverables
 - c. Coordination with client, design team, agencies, etc
 - d. Facilitate and provide minutes for on-site meetings
 - i. 30% conceptual design review
 - ii. 60% preliminary design review
 - iii. 90% final design review
 - e. Public meetings are not included in the scope
2. Design
 - a. Conceptual (30%) Design Submittal including the following pdf files:
 - i. Drawings, overview and roll out plot of each alignment
 - b. Preliminary Design (60%) Submittal including the following pdf files:
 - i. Drawings
 - ii. Estimate of probable cost
 - iii. Technical Specifications
 - c. Final Design (90%) Submittal including the following pdf files:
 - i. Drawings
 - ii. Estimate of probable cost
 - iii. Technical Specifications
 - d. Sealed Design (100%) Submittal including the following pdf files:
 - i. Drawings
 - ii. Estimate of probable cost
 - iii. Technical Specifications
 - iv. Bid Schedule (xls and pdf)
 - e. Pipe sizing, modeling, alternate material, etc is not included in the scope

3. Mapping
 - a. Notice of Entry is not included in the scope
 - b. Establish horizontal and vertical control referencing the City monument system based on NAD 83 and NAVD 88.
 - c. Topographical, improvement and utility survey of the proposed route
 - i. Obtain topographical information and create a Digital Terrain Model (DTM) suitable for design
 - ii. Locate any underground utilities marked in the field by utility locators (DIG-TESS)
 - iii. Scaling the floor plain from the current FEMA Map
 - iv. Potholing and subsurface geophysical canvassing is not included in the scope
 - d. Right-of Way and Easement Determination of the proposed route
 - i. Obtain and plot the most recent recorded plats and deeds of tracts and easements of record as described in a current title report.
 - ii. Title reports to be provided by the City.
 - iii. Locate property corners and fences found in the field
 - iv. Existing easement legal interpretation to be provided by the City if needed
4. Easement Exhibits
 - a. Prepare legal descriptions and exhibits for proposed permanent easement acquisitions which include temporary construction easement documents as well. The fee includes up to 3 tracts for the Lift Station 2 and 3 route and up to 2 tracts for the private lift station route.
 - b. Easement acquisition and negotiation to be provided by the City.
 - c. Title reports to be provided by the City.
5. Geotechnical Investigation
 - a. Perform geotechnical investigation for the proposed route.
 - b. Drilling consists of up to 9 bores at approximately 20' depth for the Lift Station 2 and 3 route and up to 6 bores at approximately 20' depth for the private lift station route.
 - c. The exploration locations are assumed to be accessible with truck mounted drilling equipment
 - d. Evaluation of the existing landfill is not including in the scope

6. Environmental Constraints

- a. Evaluate the presence of Waters of the United States (WOUS), including wetlands
- b. Quantify the approximate size without specific delineation of the WOUS, including wetlands
- c. Estimate the approximate impact of the planned construction on the identified WOUS and wetlands
- d. Perform a general evaluation of the presence of endangered species or critical habitats from short-term limited visual observations
- e. Perform general evaluation of the potential presence of historically significant properties based on a general review of the existing database of such properties from the Texas Historical Commission. Field work, exploratory pits, etc are outside this project scope
- f. Evaluate the estimated impacts and determine if the proposed project can be accomplished under a Nationwide Permit
- g. Evaluation of the existing landfill is not including in the scope

7. Construction Phase

- a. The compensation for all Construction Phase services is estimated and will be invoiced based on effort for each task
- b. Respond to questions and issue addenda as appropriate to clarify, correct, or change the contract documents
- c. Attend the Pre-bid and Pre-Construction meeting
- d. Provide a digital copy of the conformed construction drawings and specifications, incorporating addenda if applicable.
- e. Review shop drawings, submittals, RFI's, change orders, monthly estimates, test results, etc.
- f. Attend monthly construction meetings including a final punch list meeting. A construction duration of 9 months is estimated.
- g. Field Project Representation is not included in the scope
- h. Produce record drawings based on red-line drawings provided by the contractor. Provide 1 pdf copy.

8. Construction Materials Testing

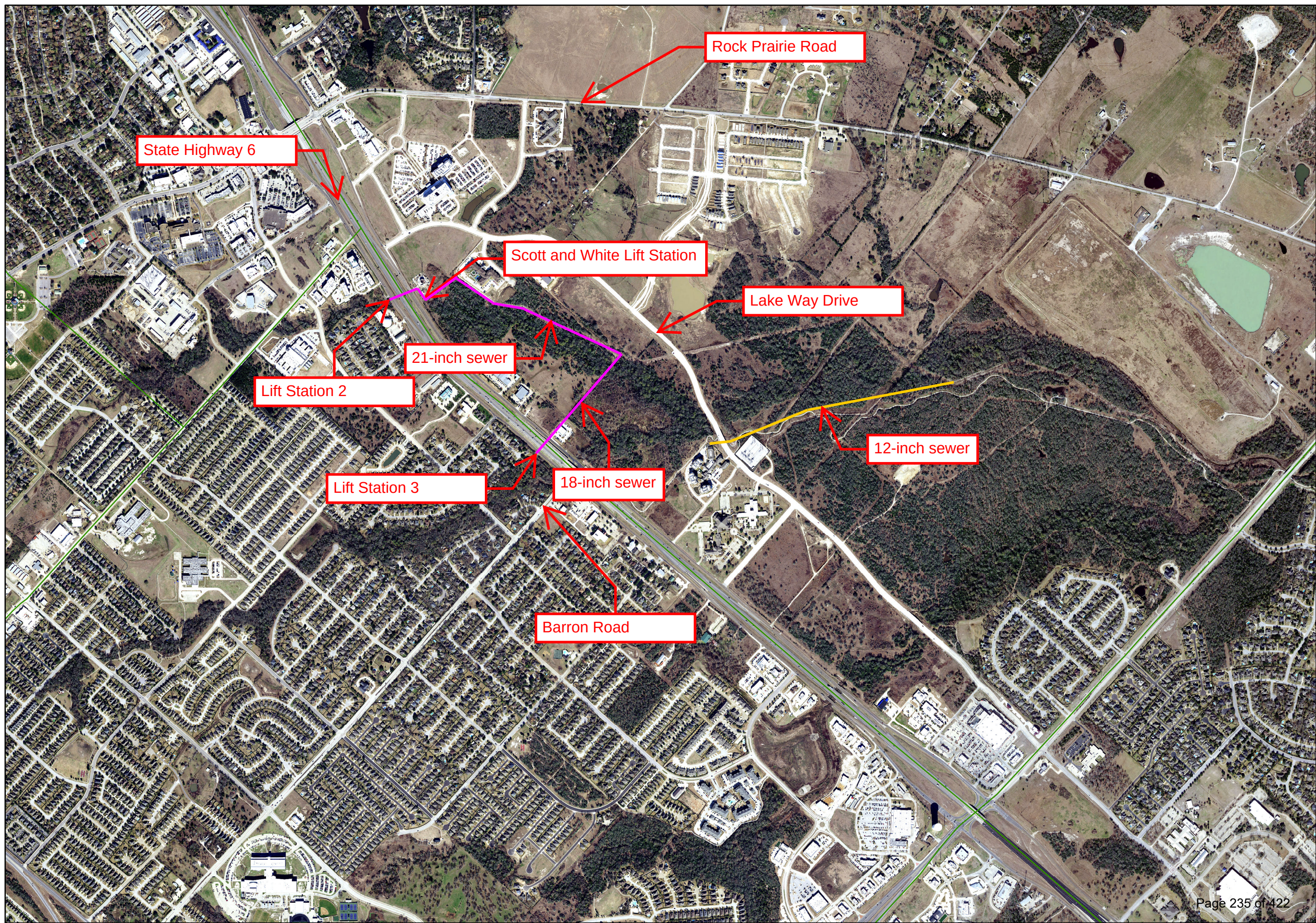
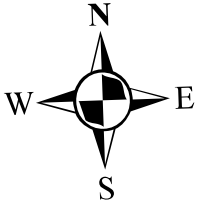
- a. Construction materials testing and reporting to verify and document construction compliance with the contract documents. The compensation is estimated from our sub-consultant based on similar projects and will be invoiced base on sub-consultant invoice plus 10% markup.

Exhibit "B"
Payment Terms

\$	32,000	Project Management
\$	119,000	Sewer Line Design
\$	41,500	Mapping
\$	17,000	Easements
\$	21,000	Geotechnical
\$	37,000	Environmental
\$	21,000	Construction Administration
\$	<u>19,500</u>	<u>Construction Materials Testing</u>
\$	308,000	Total

Contract Items (3.01 and 3.02):

- Conceptual Design 60 calendar days
- Preliminary Design: 90 calendar days
- Final Design: 60 calendar days
- Complete by: September 31, 2023



September 23, 2021
Item No. 7.14.
East Side Sewer Close out 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 3 deducting \$131,425 from the professional services contract with Jones & Carter, Inc. for the East Side Sewer project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: Upon completion of the project, it was discovered that the first design contract for the project had a remaining encumbrance. In order to close out the old PO and contract, this change order deducts the remaining balance from the contract amount. This contract, and associated PO, was replaced by Contract No. 18300182 and PO 18205658 in July 2018.

This project provided sanitary sewer service to the College Station service area within the City of Bryan corporate limits. The project included construction of a 550 GPM lift station, an 8" force main, and an 8" gravity sewer line to serve properties along SH 30 southeast of the intersection with FM 158. Approximately 2,500 linear feet of existing sanitary sewer along SH 30 in the College Station corporate limits were upsized to an 18" gravity sewer line in order to convey flows to the Carters Creek Wastewater Treatment Plant.

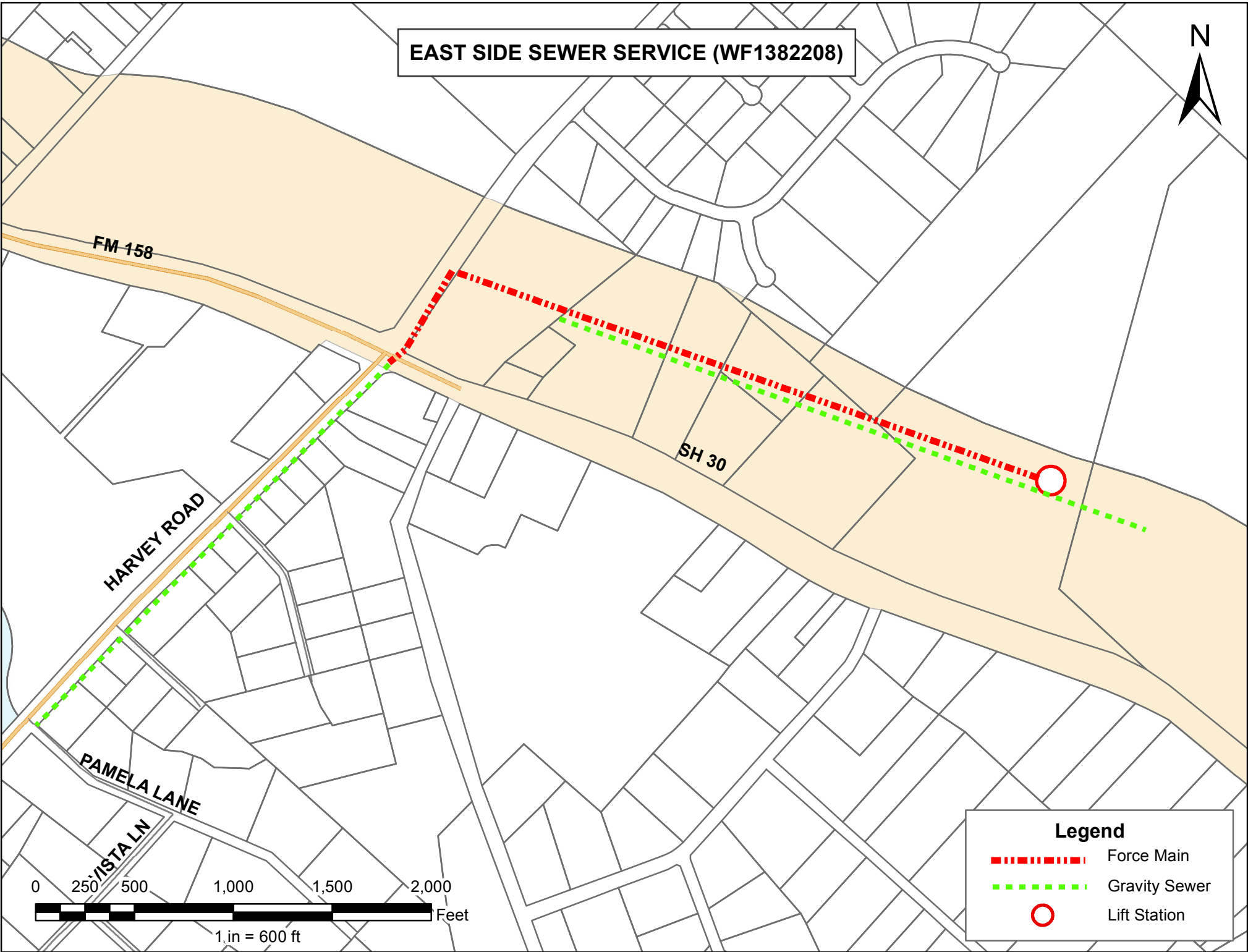
Budget & Financial Summary: Budget in the amount of \$2,502,000 is included for this project in the Wastewater Capital Improvement Projects Fund. A total of \$1,903,824 has been expended or committed to date. The proposed deductive change order will reduce the encumbered amount by \$131,425.

Attachments:

1. Change Order 3 Unsigned
2. Project Location Map - East Side Sewer Extension Exhibit

CHANGE ORDER NO. 3 P.O.# 12074701	DATE: 8/23/2021 PROJECT: East Side Sewer Service	Contract No. 12-199				
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842						
CONTRACTOR: Jones & Carter, Inc. 1716 Briarcrest Drive, Suite 160 Bryan, Texas 77802						
PURPOSE OF THIS CHANGE ORDER: A. Project Close Out: Upon completion of the project, it was discovered that the first design contract for the project had a remaining encumbrance. In order to close out the old PO and contract, this change order deducts the remaining balance from the contract amount. This contract, and associated PO, was replaced by Contract No. 18300182 and PO 18205658 in July 2018. This project provided sanitary sewer service to the College Station service area within the City of Bryan corporate limits. The project included construction of a 550 GPM lift station, an 8" force main, and an 8" gravity sewer line to serve properties along SH 30 southeast of the intersection with FM 158. Approximately 2,500 linear feet of existing sanitary sewer along SH 30 in the College Station corporate limits were upsized to an 18" gravity sewer line in order to convey flows to the Carters Creek Wastewater Treatment Plant.						
ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Professional Services related to the East Side Sewer Project	\$ 1.00	131425	0	\$ (131,425.00)
						\$ -
						\$ -
				TOTAL		\$ (131,425.00)
THE NET AFFECT OF THIS CHANGE ORDER IS A -41.6% DECREASE.						
Line 1 (WF1382208-SWOC-DESIGN/SCWOC-6590)						
TOTAL CHANGE ORDER			\$ (131,425.00)			
ORIGINAL CONTRACT AMOUNT			\$ (131,425.00)			
CHANGE ORDER NO. 1			\$204,000.00			
CHANGE ORDER NO. 2			\$4,000.00	2.0%	CHANGE	
CHANGE ORDER NO. 3			\$42,500.00	20.8%	CHANGE	
REVISED CONTRACT AMOUNT			\$ (131,425.00)	-64.4%	CHANGE	
			\$119,075.00	-41.6% TOTAL CHANGE		
ORIGINAL CONTRACT TIME			NA	Days		
TIME EXTENSION NO. 1			NA	Days		
REVISED CONTRACT TIME			0	Days		
SUBSTANTIAL COMPLETION DATE			NA			
REVISED SUBSTANTIAL COMPLETION DATE			NA			
APPROVED						
_____ A/E CONTRACTOR			_____ CHIEF FINANCIAL OFFICER			
_____ Date			_____ Date			
_____ CONSTRUCTION CONTRACTOR			_____ CITY ATTORNEY			
_____ Date			_____ Date			
_____ PROJECT MANAGER			_____ CITY MANAGER			
_____ Date			_____ Date			
_____ CITY ENGINEER			_____ MAYOR			
_____ Date			_____ Date			
_____ DEPARTMENT DIRECTOR			_____ CITY SECRETARY			
_____ Date			_____ Date			

EAST SIDE SEWER SERVICE (WF1382208)



Legend

- Force Main
- Gravity Sewer
- Lift Station

September 23, 2021
Item No. 7.15.
Belmont Icehouse Marketing and Advertising Agreement

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an agreement between the City of College Station and Belmont Icehouse, LLC for marketing and advertising services in the amount of \$400,000.

Relationship to Strategic Goals:

- Good Governance
- Diverse & Growing Economy

Recommendation(s): Staff recommends Council approve the agreement.

Summary: In June/July 2021, staff solicited proposals for marketing and advertising services through RFP #21-053 with five respondents. Following review, staff recommend awarding a contract to Belmont Icehouse for a not-to-exceed amount of \$400,000 regarding the City's tourism-related marketing and advertising services.

The initial term of this contract is for one year with the option to renew for two additional one-year terms, for a total of three years.

Budget & Financial Summary: Funds are budgeted and available in the Tourism budget through Hotel Occupancy Tax revenues.

Attachments:

1. 21300675 Belmont Icehouse



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300675 PROJECT#: _____ BID/RFP/RFQ#: 21-053

Project Name / Contract Description: Marketing & Advertising Services for COCS

Name of Contractor: Belmont Icehouse

CONTRACT TOTAL VALUE: \$ 400,000.00

Grant Funded ☐ Yes ☐ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☒ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

Davis Bacon Wages Used ☐ 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)

Org 31210171 Object 5541

CRC Approval Date*: N/A (If required)* Council Approval Date*: 09/23/2021 Agenda Item No*: _____

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

Insurance Certificates: RU Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

Natalie Ruiz
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

9/2/2021

DATE

M. Howell
LEGAL DEPARTMENT

9/3/2021

DATE

Jim Costa
ASST CITY MGR – CFO

9/3/2021

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and
Belmont Icehouse (the “Contractor”),
for the following work:
Marketing and Advertising Services for the City of College Station
as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed
Four Hundred Thousand **and** 00 /100 Dollars
(\$ 400,000.00).

1.02 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.03 City’s Payment and Approval. The City will pay Contractor as shown in **Exhibit “B”** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City’s receipt of the payment application and the City’s approval of the services.

☐ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates:
_____.

OR

☒ **1.04 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.05 Executed Contract. The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

**ARTICLE II
CHANGE ORDERS**

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- (a) **City Manager Approval.** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
- (b) **City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
- (d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.02 Subcontractor. The term “subcontractor” shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.01 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, 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 officers, agents, volunteers, and employees.

4.02 The Contractor’s insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit “C”**.

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

4.03 Types. Contractor shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer’s Liability.

4.04 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (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.

4.05 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. 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 not exclude 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.

4.06 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (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.

4.07 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE V INDEMNIFICATION AND RELEASE

5.01 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. 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. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work 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. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.02 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

6.03 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.

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.05 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.06 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 Act (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.

6.07 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 or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

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

6.10 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION

BELMONT ICEHOUSE

Attn: Kindra Fry

Attn: Tim Hudson

PO BOX 9960

3116 Commerce Street, Suite D

1101 Texas Ave

Dallas, TX 75226

College Station, TX 77842

tim@belmonticehouse.com

kfry@cstx.gov

6.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

6.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

6.18 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

List of Exhibits

- A. Scope of Services
- B. Payment Schedule
- C. Certificates of Insurance

BELMONT ICEHOUSE

By: Tim Hudson

Printed Name: Tim Hudson

Title: President

Date: 9/2/2021

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:



City Attorney

Date: 9/3/2021



Assistant City Manager/CFO

Date: 9/3/2021

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

Scope of Work as within RFP#21-053 Specifications



COLLEGE STATION

Marketing & Advertising Services
Request for proposal
No. 21-053

Due: July 12, 2021 @ 2:00pm CST

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TAB A – COVER LETTER AND EXECUTIVE SUMMARY

COVER LETTER

July 9, 2021

Visit College Station
614 Holleman Dr E
Suite 1100
College Station, TX 77840
Attn: Kindra Fry, Senior Director, Sports, Events & Tourism

RE: RFP#21-053 Marketing & Advertising for the City of College Station, TX

Dear Ms. Fry,

Having already worked with your team on initiatives such the initial Brand Architecture and Visit College Station logo development, Belmont is pleased to submit this RFP for marketing and advertising services for the City of College Station.

The City is entering into an exciting time as it grows into a premier destination for residents, visitors, meeting planners and sport enthusiasts across the region. This provides our own team with incredible opportunities to develop something special.

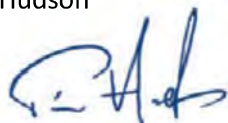
Based in the Deep Ellum neighborhood of Dallas, Belmont Icehouse is a privately-owned, independent creative marketing agency with a 16-year history leading similar efforts for clients in a diverse range of industries, including tourism and destination marketing.

With a portfolio that includes campaigns and projects promoting Austin, Las Colinas, Southlake, the Dallas Opera and Texas Tourism, we know a thing or two about tourism and events in the Lone Star State. And perhaps most important, we bleed maroon, as we have worked with Texas A&M University for almost the entirety of our existence as an agency.

We are excited to continue to work alongside the City of College Station, and we look forward to creating success with your team. Please don't hesitate to reach out to me directly with any questions.

Thank you,

Tim Hudson

A handwritten signature in blue ink, appearing to read "Tim Hudson", with a stylized flourish at the end.

President and General Manager
Belmont Icehouse
972.755.3204
tim@belmonticehouse.com

EXECUTIVE SUMMARY

ABOUT BELMONT

Belmont Icehouse is an award-winning branding and marketing agency founded in 2005 and headquartered in Dallas. Embarking on our 16th year in business, we have 11 employees, with one located in Austin. We serve a diverse roster of clients across the Lone Star State in various industries such as public health, higher education, tourism, public transit and others.

As a boutique shop, we emphasize collaboration with our clients and each other. We offer a highly responsive account team and develop great work that is rooted in sound strategy, creative excellence and consistent messaging.



WHY BELMONT

First, we want to thank you for your consideration of Belmont Icehouse in your search for your marketing agency partner. Secondly, we wanted to elaborate on the Belmont Difference. A lot of agencies say they're different from the rest. That's where our similarities end.

THE BELMONT DIFFERENCE

WE KEEP IT PERSONAL

Our business is personal. Brands stick with us. Employees stick with us. Vendors stick with us. In fact, our average employee tenure at Belmont is nearly seven years, so you won't find yourself getting passed from person to person here. Why? Because we stick with them. Our team is your team in everything we do.

Our philosophy is that we're in this together. It's not just the client's business and/or marketing challenges. It's OURS. We want our clients to feel like they have a trusted partner in Belmont, and we'll do anything to help them (us) achieve the desired goals. After all, you've invested a lot in your brand. When we serve as your marketing partner, we reciprocate by being emotionally invested in its success. Our team invests in learning your business-to-business to make an impact. We take that investment seriously.

WE'RE RIGHT-SIZED

We're not a big agency. We're a smart agency. We have the tenacity of a startup with the enterprise-level expertise and a wealth of experience — on average, every Belmonster has 16 years of marketing experience.

We're right-sized by choice. Since we take on a limited number of new clients annually, each client partner is treated as if it were our only client. And we pride ourselves in the fact that we give executive-level attention to all our clients. When you see Tim, Sara, Geoff and Dixie in a pitch, it's not the last time you'll see them.

We have 11 people employed across two offices (Dallas and Austin). Five people work in creative capacities, and our finance director works in a general administrative capacity.

OUR OFFICES

Belmont Icehouse (Corporate)

3116 Commerce Street, Suite D
Dallas, Texas 75226

Belmont Icehouse (Remote)

Austin, Texas

STAFFING

The breakout for Belmont is as follows:

- 1 executive creative director, president and general manager
- 2 creative directors/writers
- 2 art directors
- 1 production manager
- 2 account service members
- 1 brand strategist
- 1 media strategist
- 1 finance director

PHILOSOPHY, MISSION AND MAGIC

We abide by the age-old tenets of creativity, consistency and culture — in an often new and shiny world.

We are on a mission to help brands play an authentically truthful, meaningful role in people's lives and are obsessively focused on creating breakthrough ideas that will move them. And we believe that a "Truth Well Told" (to borrow a golden phrase from our days at McCann) is the only way to set creativity free and create that movement.

When we move people to embrace, advocate and believe in our brand, we move the market in favor of our strategic objectives. To do this, we begin and end with the truth.

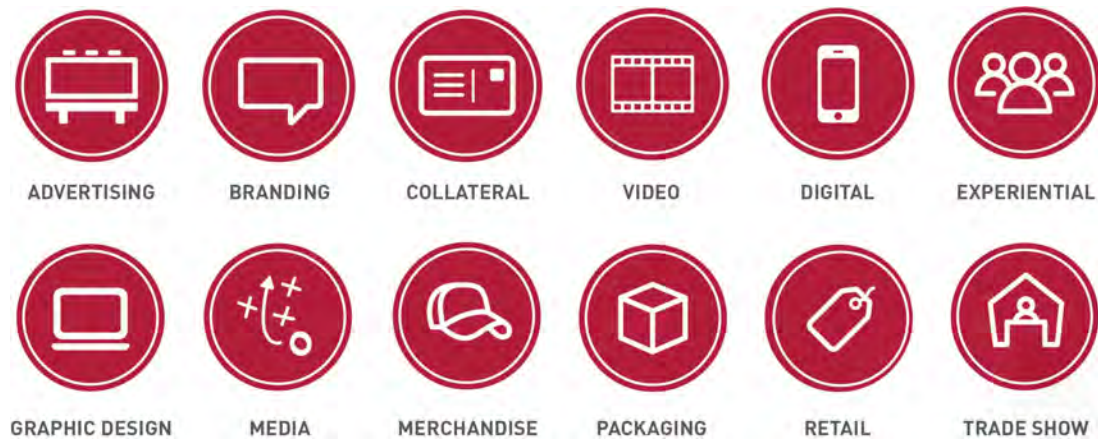
BRAGGING RIGHTS

Belmont is honored to have received multiple awards for our creative and strategic work:

- AAF ADDY Award Winner (2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020)
- National LGBT Media Association AdPOP Award (2019)
- Telly Awards (2012, 2014)
- US Travel Association Mercury Awards (2014, 2015) and Odyssey Awards (2013, 2014, 2015)
- International Festivals & Events Associations Awards (2018, 2019)

SERVICES

We can do lots of things in-house because we have the skills and people to get those things done efficiently and to a high standard. We have the financial stability and capability to fulfill any campaign or marketing request. If there is something that we do not directly handle, we bring in trusted expert partners, while still being the main point-of-contact for all initiatives.



WE KNOW TOURISM

At Belmont, we have a unique understanding of destination and event marketing through vast experience with related campaigns and brands. Throughout our history we have always had at least one tourism client on our roster at any given time.

- As the Town of Addison’s agency of record for five years, we played an integral role in promoting, not just the town itself, but also the exciting events that make Addison a popular destination throughout the year.
- Our integrated brand campaign created as agency of record for the Austin Convention and Visitors Bureau helped not only showcase but also strengthen the city’s claim as “The Live Music Capital of the World.”
- Closer to home, we worked with our friends at The Dallas Opera to develop strategically-sound paid media campaigns over the course of two years and redesigned their overall website with a style that’s distinctly Dallas.
- For Las Colinas Association, we crafted a new brand positioning to shift perceptions about the area being just a place for big business. We redesigned their website and ran a post-COVID campaign to entice people to come out to the area.

Belmont also has a comprehensive understanding and history of marketing and advertising within our community. Our client roster is focused on local and regional clients, many of whom market extensively within North Texas.

By partnering with Belmont, the Visit College Station will be working with a client-focused team that offers insights from an array of industries that deeply understands the DFW market.

Below are tourism entities with which we currently work or previously have worked in Belmont's 16-year history. The services we have provided these clients are similar in scope to what the Visit College Station is seeking in its agency search.



Town of Addison

For five years, Belmont served as Addison’s agency of record responsible for development of the Town’s brand identity, creative and media strategy, print, digital and broadcast materials. We also handled ongoing account management and media optimizations for the town’s four major annual events.



Allen Convention and Visitors Bureau

Belmont worked for two years as the agency of record for tourism and meetings/convention promotion of the city, including a three-year strategic plan, creative campaign development and media planning. We also crafted their blog posts and developed writing templates that were easily adaptable.



Austin Convention and Visitors Bureau

Belmont served three years as the agency of record for tourism and meetings/convention promotion of the city, including brand strategy development, campaign and media planning, creative execution and social media management. We also conducted multi-year experiential tours, research studies, logo development and event specific marketing pieces to support economic development and meeting sales. Belmont also conceptualized themes and support materials for Annual Meetings and travel stats. (An in-depth case history is provided in this response.)



City of Ennis

Over the past five years, Belmont has partnered with the City of Ennis to provide creative development for the Ennis Farmers Market, the Ennis Bluebonnet Trails Festival and development of promotional items for Ennis to sell in its Visitor Center.



Las Colinas Association

Belmont currently serves as the agency of record for the Las Colinas Association. We are responsible for development of the city's new brand identity and creative which launched summer 2019. We also developed a media strategy which included print, digital and video tactics. Additional redesigns were implemented in a welcome book, bi-monthly newsletter and across other branded elements.



Lower Colorado River Authority (LCRA)

LCRA assigned Belmont the task of creating a completely new brand identity and a coordinated marketing plan to promote its park system to a targeted area of central and southeast Texas. This included research, strategy development, logo creation, creative campaign conception and execution, on-site park signage, media planning and general production.



McKinney CVB

Belmont was hired on a project basis to help Historic Downtown McKinney promote holiday shopping. We developed an overall campaign look and feel, which extended across media to entice local shoppers to venture into the downtown square.



Meeting Planners International (MPI)

Belmont works with MPI on a project basis to develop creative campaign composition and production, as well as one-off creative needs to support its tradeshow. Our creative development has included print, digital, collateral and several writing assignments.



Radisson - Austin Downtown

For two years, Belmont provided agency of record services to the Radisson Austin Downtown Hotel. Upon award of the assignment, we strategized a unique brand identity for the just-renovated, iconic property. We then moved forward with tactical campaign

planning. This included strategy development, creative concepting and execution, media planning and general production.

Visit Southlake



Belmont served as Southlake's agency of record and was responsible for development of the city's brand identity, research, creative and media strategy, print, digital, web, broadcast, collateral and promotional/tradeshow materials.

City of Sugar Land



Belmont was hired on a project basis to develop a comprehensive brand plan that included market research and brand identity development. This resulted in logo evolution, color palette recommendation and complete brand guidelines, which the city then utilized to develop a strategic marketing plan to promote its destination offerings.

Texas Tourism



Through an inter-agency alliance, Belmont provided strategic and account direction for the state's comprehensive rebranding and campaign outreach efforts. Belmont provided all print and promotional production for the state agency and created materials for more than 250 annual publication insertions. We also provided promotional leadership for Texas on Tour, a six-plus month experiential road show that travels throughout North America.

Texas Travel Industry Association (TTIA)



Belmont was tasked with creating a theme and executing a look and feel for TTIA's 25th anniversary Unity Dinner conference. This included conceptual development and production of all on-site signage, collateral and presentation videos. The efforts were focused on garnering awareness of the tourism industry to DMO employees, state legislators and local politicians.

Travel and Tourism Research Association (TTRA)



Belmont was hired on a project basis to develop a comprehensive brand plan which included market research, brand identity development and creative campaign composition and production. Our creative development included logo design, print, digital, collateral, social and website design.

Visit Big Bend



The Brewster County Co-operative group tasked Belmont with a complete rebrand of the organization. Incorporating our strategic process, we developed a new brand identity and guidelines for them, which in turn led us down the path of creating a new logo and graphic identity for the Visit Big Bend brand. Once logo development was complete, we designed and worked with a third-party developer to implement a new website, complete with a booking resource and map functionality.

VisitDFW (formerly Dallas/Fort Worth Area Tourism Council)



For four years, Belmont served as VisitDFW's agency of record for integrated marketing planning, creative and digital development, ongoing account management and media planning and buying. This included management of the VisitDFW advertising budget and working on co-operative partner program development. We also assisted the Council in relaunching its brand through design and development of a new online experience.

STAFF QUALIFICATIONS

Belmont doesn't specialize in any particular industry or client vertical. We enjoy a diverse client roster, and our team offers multidiscipline, cross-category experience and original thinking designed to stand apart in often-crowded media channels. We do this to keep our creative fresh and our ideas unique.

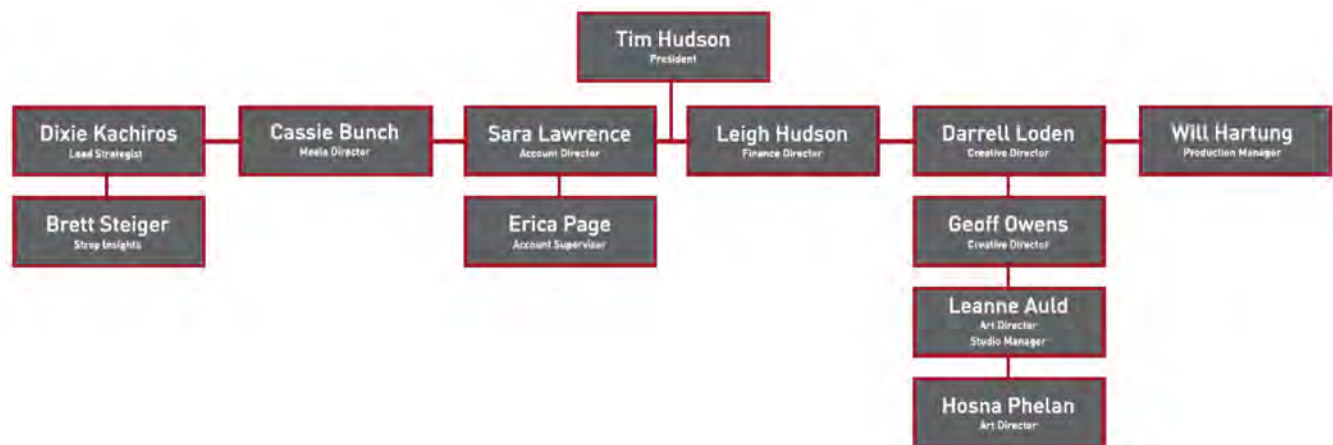
Known for our strategic thinking and creative design work, Belmont prides itself on providing top-level creative and account service to our clients. We manage expectations, deliver on objectives and ensure that our clients are always "in the know." We believe our clients should remain updated on project status, performance and optimizations at each step of our process. In the past 36 months, we have had experience crafting campaigns and creative pieces for clients such as:

- Texas A&M University
- Addison
- Dallas Area Rapid Transit
- Tarrant County Public Health
- Texas A&M RELLIS
- Dallas County Health and Human Services
- Meeting Professionals International
- The Dallas Opera
- McKinney
- Las Colinas Association
- Visit Ennis
- Central Health of Travis County
- Tarleton University
- Glasshouse
- Italian Trade Agency
- Love That Door
- Dallas Area Rapid Transit
- Texas Health Resources Foundation

YOUR TEAM

Our team of Belmonsters (as we proudly refer to ourselves) is listed on the following pages.

Sara Lawrence will serve as your main point of contact. Everyone will at some point touch the Visit College Station business. We ensure that each of our Belmont team members are in the loop with every project, and that allows for Belmont to take responsibility for every project and deliverable.





TIM HUDSON

PRESIDENT

Tim is a 30-year advertising industry veteran who has helped create award-winning campaigns for a variety of clients. His work has been featured in Print Magazine. An art director by trade, Tim still does a fair amount of design work when he is not making breakfast taco runs for the office.

CLIENT EXPERIENCE







HE'S A MAV



PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2004 - Present
President

- Manage day-to-day operations of agency.
- Oversee all aspects of creative development and production.
- SMU Top 100 fastest growing businesses in 2012.
- ADDY, PRINT, DSVC and Telly award winner.

Krause Advertising.....2001 - 2004
Vice President, Creative Director

McCann-Erickson Southwest1997 - 2001
Vice President, Associate Creative Director

Artboy Creative.....1994 - 1997
Freelance Designer/Art Director

JCPenney Corporation1991 - 1994
Senior Designer



SARA LAWRENCE

ACCOUNT DIRECTOR

Sara offers more than 15 years of experience in the advertising and marketing industry and is an innovative leader with strong problem-solving skills. A controlled hoarder by nature, she believes that the smallest details are the most important ones.

CLIENT EXPERIENCE







SHE'S A PONY



PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2011 - Present
Account Director

- Oversee integrated planning efforts across account, media, creative and production.
- Maintain timelines, project deliverables, and budget/revenue for clients.
- Lead internal meetings to ensure clear direction.

Motion Media Solutions.....2010 - 2011
Account Manager

Dallas Mavericks2010 - 2010
Freelance Consultant

Calise Partners2007 - 2010
Account Supervisor

Tribal DDB Dallas2005 - 2007
Account Executive



ERICA PAGE

ACCOUNT SUPERVISOR

Erica is a talented communicator with exceptional project management skills and a keen understanding of quality client service. Formerly with iconic Austin-based advertising agency GSD&M, Erica has overseen projects for international brands from inception to completion. Shaquille O'Neal once asked for her hand in marriage, but she politely declined.

CLIENT EXPERIENCE



**SHE'S
A LION**



PROFESSIONAL EXPERIENCE

Belmont Icehouse, Austin, TX2013 - Present
Account Supervisor

- Manage daily communication with client and internal team for multiple accounts.
- Ensure projects are completed within scope and on time.
- Collaborate with creative team from concept through production.

GSD&M2008 - 2013
Project Manager

Carter Plantation Golf Resort2003 - 2008
Sales Manager

Business Report2002 - 2003
Account Supervisor



GEOFF OWENS

CREATIVE DIRECTOR & WRITER

Geoff is an award-winning creative director and copywriter with experience crafting communications for brands both regional and international. He was formerly an ACD at Tribal DDB/Red Urban and taught copywriting at SMU. He is from Roswell, New Mexico but is 70% confident he is not of extraterrestrial origin.

CLIENT EXPERIENCE



**HE'S
A HOYA**



PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2011 - Present
Creative Director & Writer

- Provide creative leadership on agency projects.
- Work with internal leadership on new business partnerships.
- Write copy for agency deliverables across digital, print, broadcast, and other platforms.

Tribal DDB/Red Urban.....2005 - 2011
Associate Creative Director/Senior Copywriter

Southern Methodist University.....2007 - 2008
Adjunct Lecturer in Advertising

Krause Advertising.....2003 - 2005
Senior Copywriter

McCann-Erickson Southwest2000 - 2001
Senior Copywriter



DARRELL LODEN

CREATIVE DIRECTOR & WRITER

Years of pop culture consumption, an active imagination and endless curiosity have driven Darrell's career of more than two decades as a copywriter and creative director at some of the top agencies in Dallas. His work has been recognized locally and nationally by Cyber Cannes Lions, Webby Awards and AAF ADDY Awards.

CLIENT EXPERIENCE






HE'S A BOBCAT



PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2019 - Present
Creative Director & Writer

- Provide creative leadership and develop strategic ideas.
- Work with internal leadership on new business partnerships.
- Write copy for digital, print, broadcast and other creative executions.

AdvoCare International	2016 - 2019
Lead Creative Writer	
Ansira	2013 - 2015
Associate Creative Director	
Tribal DDB	2002 - 2012
Creative Director	
Temerlin McClain	1998 - 2001
Copywriter	



CASSIE BUNCH

MEDIA DIRECTOR

A dedicated fan of Excel spreadsheets and fantasy football, Cassie brings Belmont's clients an unmatched knowledge of the media landscape and digital strategy. She has created integrated media campaigns for brands in verticals as diverse as higher education, automotive, health care, real estate and hospitality.

CLIENT EXPERIENCE






SHE'S A LION



PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2019 - Present
Media Director

- Collaborate on innovative multi-channel strategies based on clients' business goals
- Manage accounts throughout the media strategy, tactical planning and execution process.
- Research and negotiate aggressive media rates.

TM Advertising	2016 - 2019
Associate Media Director	
The Point Group	2011 - 2016
Media Director	
Wheeler Advertising	2005 - 2011
Media Supervisor	



LEIGH HUDSON

FINANCE DIRECTOR

Leigh is a Certified Public Accountant (CPA) with over 30 years accounting and finance experience ranging from public accounting to New York's financial district. Her responsibilities include managing day-to-day business operations of the company and asking her husband Tim to include more cats in his layouts.

CLIENT EXPERIENCE









**SHE'S A
HORNED
FROG**



PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2005 - Present
Finance Director

- Manage all daily accounting, administrative and human resources functions.
- Oversee client and vendor invoicing and payments.
- Financial forecasting and business strategy development.

Leigh Hudson, CPA1998 - 2005
Owner

Spectrum Concepts Consulting1995 - 1998
Controller

INFOMART1987 - 1993
Director, Finance

Arthur Andersen & Co.1985 - 1987
Auditor



DIXIE KACHIOS

LEAD STRATEGIST

Dixie is a savvy strategist who unearths the Salient Truth about brands. Having just re-branded Jesuit College Preparatory (an institution filled with future Aggies) and recently teaching marketing at SMU, she has a deep passion for education. Coupled with a name like Dixie, she is 99.56% certain it's her destiny to work on the iconic Texas A&M brand.

CLIENT EXPERIENCE









**SHE'S
A RED
RAIDER**



PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2020 - Present
Lead Strategist

- Develop innovative, brand-building and disruptive marketing strategies.
- Collaborate to elevate strategy function across departments.
- Uncover best-in-class consumer insights and analytics.

TM Advertising2013 - 2019
Senior Strategist

Splash Media2012 - 2013
Director

Ansira2010 - 2012
Director, Client Service & Strategic Planning

The Marketing Arm2005 - 2010
Manager & Director, Strategic Planning



LEANNE AULD

ART DIRECTOR & STUDIO MANAGER

Leanne is an award-winning designer, illustrator and production artist with an eye for detail and full understanding of the design process. She often draws artistic inspiration from her extensive collection of classic Hollywood films.

CLIENT EXPERIENCE






PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2015 - Present
Art Director & Studio Manager

- Concept and produce high-impact creative in a variety of media.
- Manage all studio output and processes, ensuring deliverables are built to spec.
- Successfully execute clients' communication needs.

MEplusYOU2013 - 2015
Junior Conceptual Designer

Texas A&M University-Commerce2011 - 2012
Graphic Designer

SHE'S A LION





HOSNA PHELAN

ART DIRECTOR

An art director and graphic designer, Hosna produces exceptional creative from conceptual ideation through final production. As the only Belmonster to have been born in the British Commonwealth, she is the only person on staff who can accurately describe a scone.

CLIENT EXPERIENCE






PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2019 - Present
Art Director

- Concept and produce creative layouts, designs and logos for a variety of media.
- Collaborate with media and account teams to execute clients' communication needs.

Eisenberg And Associates2017 - 2019
Art Director

Fossil2016 - 2017
Print Designer

Zielinski Design Associates2014 - 2016
Graphic Designer

SHE'S A LION





WILL HARTUNG

PRODUCTION MANAGER

Will is a detail-oriented problem solver with 20+ years of experience managing teams, schedules, budgets and vendors over a wide variety of print, web, outdoor and digital projects. He spends his spare time chasing down seven nephews, two nieces, striped bass and rare coins.

CLIENT EXPERIENCE



HE'S A RED RAIDER



PROFESSIONAL EXPERIENCE

Belmont Icehouse, Dallas, TX2015 - Present
Production Manager

- Oversee all elements of production, including quotes, purchase orders, press checks and management of vendors.
- Collaborate with creative teams to ideate high-impact swag, activations and 3D elements.

Publicis-Publicis Hawkeye2013 - 2015
Senior Print Project Manager

The Point Group2006 - 2013
Production Manager / Studio Manager

Firehouse2005 - 2006
Production Manager / Studio Manager

TM Advertising2000 - 2005
Production Manager

OUR PARTNER

As an agency focused on strategy, brand development, creative and implementation, Belmont recognizes that the right people need to be assigned to each client and project.

We have forged partnerships with experts in every discipline, from research to photography, broadcast production and digital development. We work closely with them to ensure your campaign is brought to life on time and within budget.

We're also very open to considering subcontractors with whom you have previous relationships. At the end of the day, we want to use the talent and resources that will help us deliver a high-quality, memorable and successful campaign.

Below is a little bit about Strop Insights (the partner we will use for research).

STROP INSIGHTS

Role: Research: quantitative and qualitative, methodology

Website: <https://www.stropinsights.com>

Owners: Steven Risky

Address: 2292 Vantage Street, Suite 100, Dallas, Texas 75207

Phone: 757-581-4602

SAMPLES OF WORK

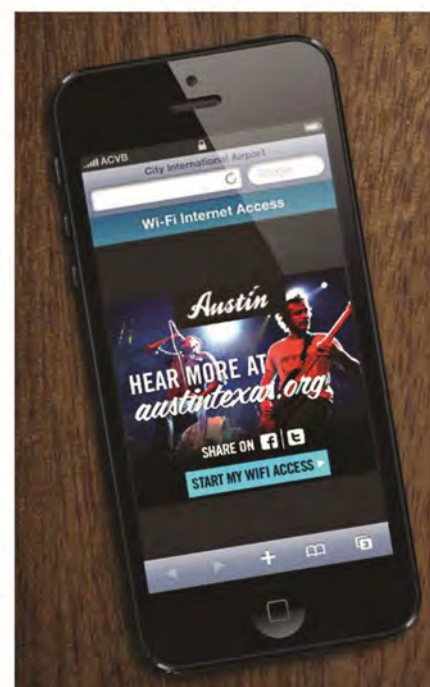
At Belmont, we believe strong creative is rooted in smart strategy. Each of the samples we've provided demonstrates the power of creative thinking powered by insights and data.

Our portfolio includes both event and DMO marketing as well clients outside tourism. These examples demonstrate our diversified background, which we believe is critical for the success of all our clients.

If the City Of College Station would like to see additional samples, we are happy to provide them.



Austin



AUSTIN CVB

Situation

After several years of multiple campaigns with a variety of messaging strategies, the Austin brand was lacking focus and consistency across its marketing efforts.

Solution

Through custom and syndicated research, we found that Austin's reputation as a music-focused destination was its primary asset. Yet it wasn't getting full credit for the breadth of activities offered. Additionally, competitors like Nashville and Memphis were stealing away buzz for their live music scenes.

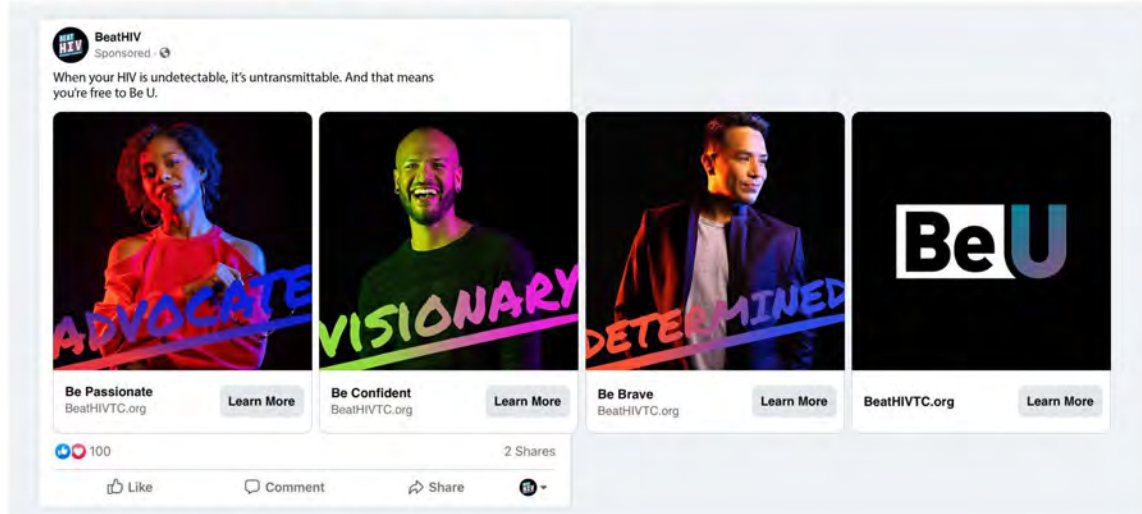
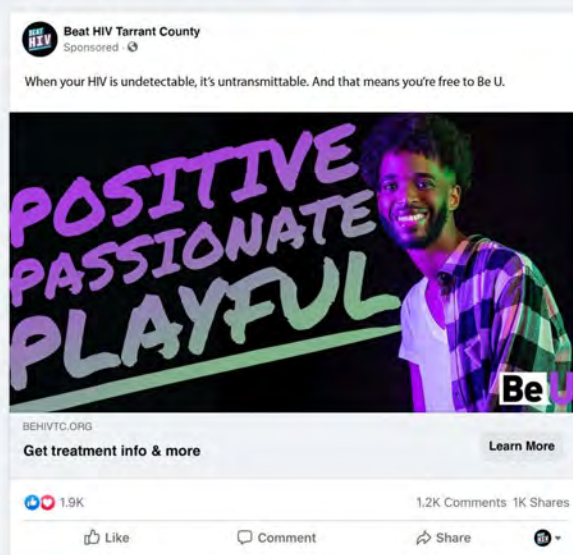
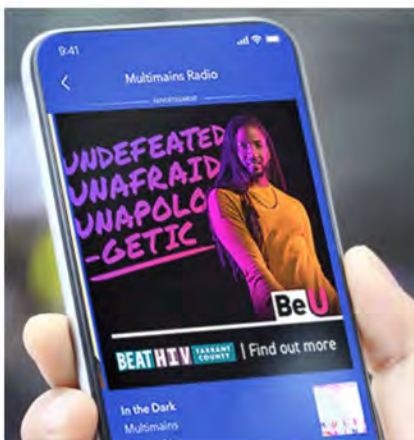
We recommended that the city fully embrace its position as the "Live Music Capital of the World" and use musical language to inform potential visitors about its diverse offerings. This approach set the Austin travel and tourism product apart from competitors that were all vying for the same attention. Our approach encompassed efforts that tackled communications targeted at potential leisure and business audiences as well as local residents, city council members and state legislators.

From the national campaign to the design of AustinTexas.org, the Austin Airstream and various micro-campaigns (Los Angeles, F1, Austin X Games and holiday), we strived to maintain consistency.

Results

The campaign targeted leisure and business travelers across print, digital, mobile, outdoor, experiential and collateral media. Delivered through regional, spot, national and international media, the results were impressive:

- AustinTexas.org visitors increased **19.7%** in 2013 and **10%** in both 2014 and 2015.
- Twitter and Facebook followers **doubled** each year from 2013 through 2015.
- Hotel revenues increased annually from **\$670MM** to **\$984MM**.
- Annual average hotel occupancy increased from **69%** to a record **77%**.
- Visitor spending increased annually from **\$5.1B** to **\$6.3B**.
- Our increased focus on mobile resulted in a staggering **147% increase** in mobile sessions and a **282% increase** in tablet sessions from 2012 to 2015.
- Austin Airstream experiential road trips generated more than **120 million impressions** through four national tours, including more than **5,000** entries to three custom (partner-sourced) sweepstakes.



TARRANT COUNTY: BEAT HIV/BE U CAMPAIGN

Situation

The Tarrant County HIV Administrative Agency connects HIV-positive people with resources like healthcare and housing. An unusually high incidence of people living with HIV in Tarrant County makes the group more meaningful than ever before.

Lacking a compelling brand identity as well as a cohesive marketing message and strategy meant little to no awareness. Plus, the very official sounding name and government agency logo weren't doing any favors to get the attention of the 15- to 25-year-old Black & Latinx MSMs who are newly diagnosed with HIV in Tarrant County.

Support and funding through a national initiative, "Ending the Epidemic," provided a perfect platform from where we could start. But what was truly needed was a local approach dedicated to eliminating HIV right here in Tarrant County.

Solution

Working with Tarrant County HIV Administrative Agency, we set out create not just a campaign, but also a new initiative that was edgy, fresh and inclusive.

Our new initiative, Beat HIV, boldly defined the impact we hoped to make with an empowering message that prompts action towards awareness, prevention and treatment. A robust, visually arresting website was launched offering a source of guidance, information and answers.

At the same time, a comprehensive, integrated marketing campaign kicked off. The campaign message, "Be U," focused on treatment and achieving undetectable HIV status, while celebrating individuals and the idea of not fitting into someone else's standards.

The campaign truly came to life over the course of a two-day photoshoot that was coordinated by Belmont Icehouse with our partners. The breathtaking imagery featured actual Tarrant County residents who are HIV positive, infusing credibility, authenticity and relatability to both the initiative and the campaign.

Results

Our brand campaign launched in spring 2021 along with the Beat HIV Website. Media tactics included English and Spanish versions of OTT video, paid social, digital banner ads, digital audio and non-traditional OOH. The campaign is currently active, and results will be forthcoming.



TASTE ADDISON

Situation

The original foodie festival in the Dallas area, Taste Addison attracts huge crowds over the course of three days with its mix of great food, music from national touring acts, cooking demonstrations and family fun.

But since its founding more than three decades ago, the number of food-focused events across DFW has exploded. Today, competitors such as Savor, Taste of Dallas, the Tastemaker Awards, the Plano Food + Wine Festival, Tacolandia and countless others compete for the attention of foodies and families alike throughout the year.

Solution

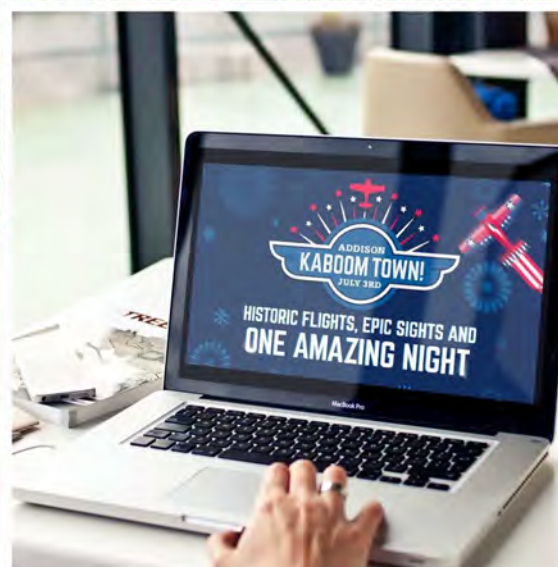
For the 2019 event, Belmont sought to restore Taste Addison to its rightful place atop the event food chain. Through a combination of highly efficient social placements, radio reads, digital banners, video, print advertising and OOH, Belmont reminded North Texans that Taste Addison was the true, original “Foodie Favorite Since 1993.”

Results

Overall, the campaign was well-received and delivered impressive results, with more than **10 million impressions** and almost **34,000 clicks** to Taste Addison landing pages. Through real time optimizing, we achieved significantly higher totals than what was contracted – more than **3.5x impressions**, a **34% increase in clicks** and **3.5x more video view** completes.

Video was included for the first time for the 2019 Taste Addison media buy to great success. YouTube’s video completion rate of **54%** for Addison’s ads was double the site’s average.

Banner ad click-through rates reached an astonishing **0.61%** level, almost 6x the industry average (0.14% for desktop). The campaign delivered an exceptional **\$1.18 cost per click**. Paid search drove the most efficient clicks to the website, at just **\$0.54 per click**.



ADDISON KABOOM TOWN!

Situation

For more than 30 years, Addison Kaboom Town! has been the premier Independence Day celebration in the DFW Metroplex. Held on July 3rd each year, the party attracts local residents as well as visitors from around the world for an evening of spectacular fireworks, music, food, carnival games, aircraft flyovers and family fun.

As one of the most acclaimed fireworks shows in the nation, Addison Kaboom Town! enjoys exceptional awareness. But as more municipalities develop their own competing celebrations, Addison remains committed to keeping Kaboom Town! top of mind and introducing the event to new audiences.

Solution

Given that Kaboom Town! does not suffer from an awareness problem (as the park fills to capacity every year), the overall media budget is substantially lower than other Addison events.

For 2018, a modest digital media plan was developed to attract those who may not be as familiar with the event. Through behavioral and retargeting tactics, the media campaign exposed our audiences to messaging in places where it was most likely to make an impact.

Results

In the two weeks leading up to the event, more than **525,000 impressions** were delivered. The digital campaign delivered a total of **5,193 clicks**, an increase of 12% from 2017. By optimizing the media plan to dial-up spending with the historically strongest media performer, we achieved an impressive **65% increase** in click rate.

And, most important, the event continued its long streak of reaching capacity attendance, with hundreds of thousands of people watching in and around the park.



ADDISON OKTOBERFEST

Situation

Addison Oktoberfest is one of the most authentic celebrations of its kind in the United States, attracting lovers of bier, schnitzel and dachshunds since the first ceremonial keg was tapped more than three decades ago. Today, the event offers fun for “die familie” across a four-day weekend.

Like its major sister events, Taste Addison and Addison Kaboom Town!, Addison Oktoberfest is a hugely popular celebration that nevertheless faces an ever-growing contingent of competing local events throughout the year. As the agency of record for Addison’s events, Belmont was charged with helping Addison Oktoberfest maintain its position as the uber-event of the fall season by connecting it with old and new fans across the region.

Solution

In 2018, Belmont launched a new look for Addison Oktoberfest that melded iconic Texan and German elements into a fun, contemporary design language. Because Belmont’s media plan included a heavy mix of digital and social placements, the creative was designed from the start to translate well across different devices and viewing environments.

To expand awareness and build on the reach of digital media, digital billboards were introduced in 2018. Units were placed in prime locations on major interstates and highways within Dallas. Acknowledging ever-evolving digital consumption trends, Instagram was added for first time, helping to engage desirable younger audiences who love a good Oktoberfest party.

Results

Building upon learning from our previous Oktoberfest media buys, we optimized the 2018 media plan to dial up our presence across the strongest platforms while removing those that had underperformed previously.

In 2018, the plan delivered more than **3.7 million impressions** and more than **35,000 clicks** to the website over four weeks. The digital media’s overall click-thru rate increased **55%** from 2017 due to realigning focus on our strongest partners, Google and Facebook.

BROCHURES



PRINT ADVERTISING



POSTERS



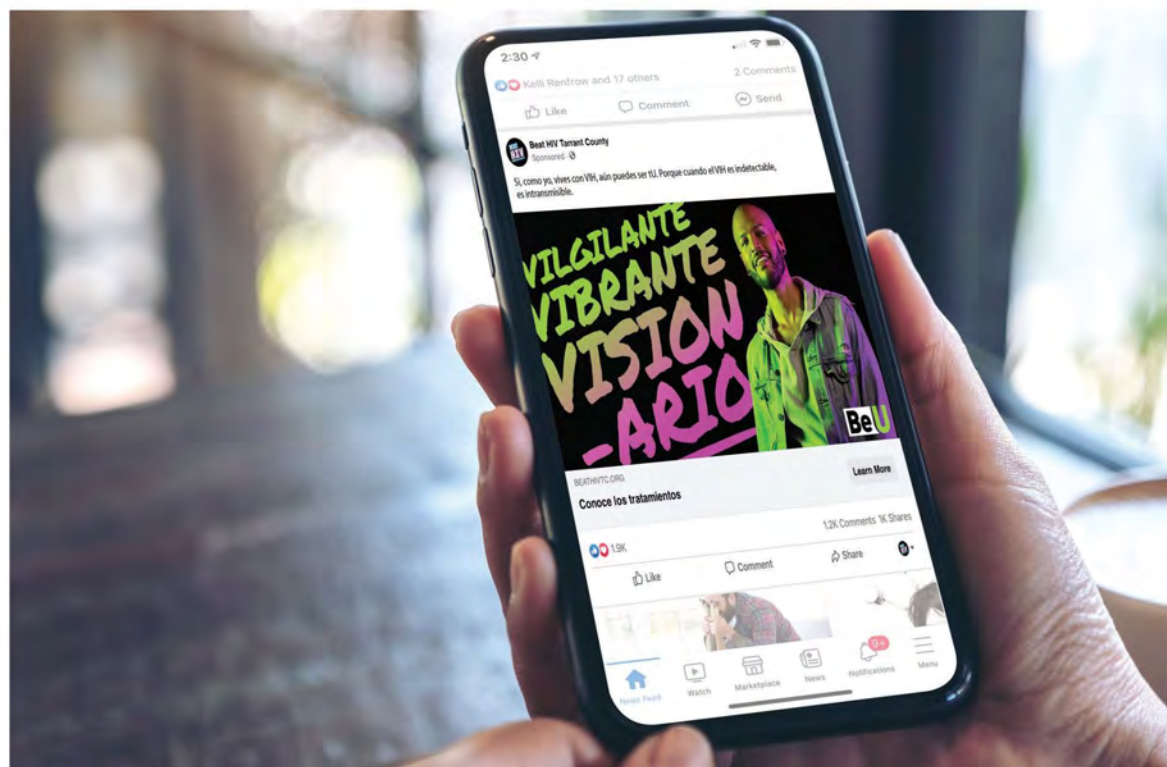
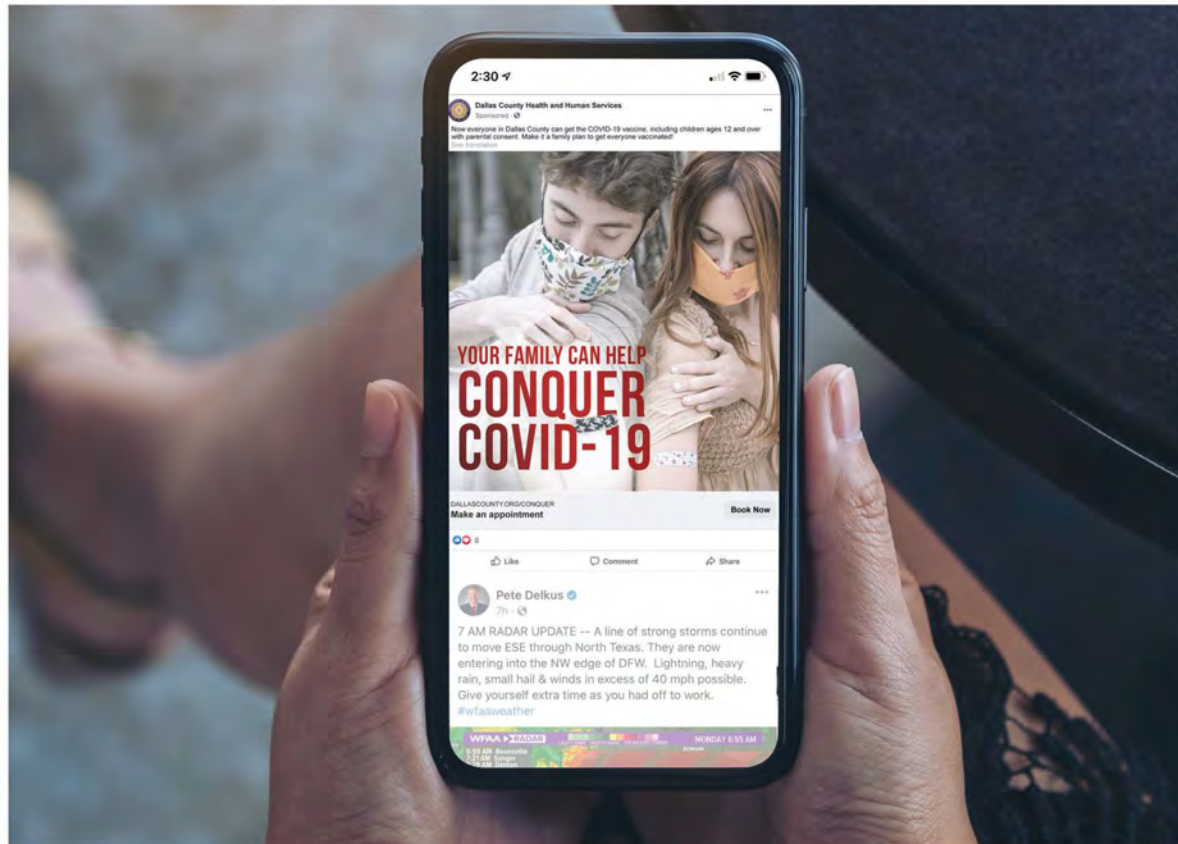
NATIONAL EVENTS



EVENTS & ACTIVATIONS



DIGITAL / SOCIAL MEDIA



Las Colinas
Sponsored ·

Post-work happy hour. Mid-week lunch meeting. Weekend wind down. We're open for all of it in Las Colinas.

Open for cocktails with colleagues
Know where to go now

Learn More

Open for lunch beyond the brown bag
Know what's good now

Learn More

Open for lounging around
Know what's hot now

Learn More

Las Colinas is ready when you are
Be in the know

Learn More

100 2 Shares

Like Comment Share

Las Colinas
Sponsored ·

A weekend getaway. A night out. A day at the pool. We're open for all of it in Las Colinas.

Open for a round of drinks
Know where to go now

Learn More

Open for something appetizing
Know what's good now

Learn More

Open for some fun in the sun
Know what's hot now

Learn More

Las Colinas is ready when you are
Be in the know

Learn More

100 2 Shares

Like Comment Share

Historic Downtown McKinney
Sponsored ·

As one of the oldest thriving historic districts in Texas, McKinney is home to more than 120 unique boutiques and shops.

Art and Antiques
DOWNTOWNMCKINNEY.COM

Home, Kitchen & Garden
DOWNTOWNMCKINNEY.COM

Specialty Gifts
DOWNTOWNMCKINNEY.COM

Spa and Beauty
DOWNTOWNMCKINNEY.COM

Shop the Magic of McKinney
DOWNTOWNMCKINNEY.COM

100 2 Shares

Like Comment Share

VIDEO

Below please find the link to review a few of Belmont's video projects.

<https://vimeo.com/showcase/8545965>

TAB B – RATES AND EXPENSES

CERTIFICATION OF PROPOSAL

Please see following pages for certification, signature and information.

PROPOSAL FORM

Please see following pages for form.

PRICE PROPOSAL

Belmont has created effective marketing and communications plans for clients at various investment levels. Second only to creating effective marketing and communications for the City of College Station, our priority is establishing an arrangement that allows us to work together seamlessly and efficiently.

That's why we are recommending a retainer agreement which would cover all agency labor hours needed to complete the different phases as outlined in this proposal. It is an ideal fee structure for clients who consider Belmont to be their external marketing and communications department because it allows for more continuous strategic collaboration and eliminates the need for estimating each project individually.

In the tables below, we have organized the recommended budget allocations based on *Agency Fee* and *Reimbursable Expenses*. All of the agency fees cover the time to accomplish the outlined scope of work provided in the RFP, though all video production and photography will be considered part of the production costs and will be estimated and approved separately from the retainer. Note Belmont's blended hourly rate of \$135 has been applied for our labor hours. The following tasks are included as part of the agency fee:

Strategic leadership	Creative direction
Account and project management	Art direction
Status meetings and reporting	Copy writing
Paid media planning and implementation Campaign	Quality assurance
Campaign monitoring and optimizations	Budget management and monthly invoicing

YEAR ONE AGENCY FEE

AGENCY FEE ESTIMATED BY ROLE	EST. HOURS	RATE	INVESTMENT
Executive Creative Director	40	\$135.00	\$5,400.00
Account Director (primary contact)	300	\$135.00	\$40,500.00
Account Supervisor	94	\$135.00	\$12,690.00
Senior Strategist	80	\$135.00	\$10,800.00
Media Director	175	\$135.00	\$23,625.00
Finance Director	25	\$135.00	\$3,375.00
Creative Director / Copy Writer	160	\$135.00	\$21,600.00
Art Director / Graphic Design	300	\$135.00	\$40,500.00
Production Manager	40	\$135.00	\$5,400.00
TOTAL	1214		\$163,890.00

REIMBURSABLE EXPENSES

Paid Media	\$150,000.00
Research (pre- campaign baseline)	\$30,000.00
Creative Services Production (Video/Radio/HTML/Print Mechanicals /Etc.)*	\$50,000.00
Travel*	\$6,110.00
TOTAL	\$236,110.00

**All creative services production and travel will be estimated and approved by client*

TOTAL INVESTMENT	\$400,000.00
-------------------------	---------------------

Please note all travel will be estimated based on the current Texas Travel rates and will be approved by client prior to booking. Any remaining travel costs at the end of the fiscal can be shifted into paid media, as approved by the client.

<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>

PROPOSAL FORM

Date: July 8, 2021

PROPOSAL FROM: Belmont Icehouse

PROPOSAL TO: City of College Station
1101 Texas Ave.
College Station, TX 77842

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the testing, maintenance and/or replacement of substation equipment, and to perform the work required at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

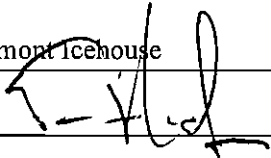
Please type or write legibly in blue or black ink. A unit price is required for all proposal items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

Grand Total Proposal of: (\$ \$400,000.00)
As Supported By RFP#21-053 PRICING SHEET

AGENCY NAME: Belmont Icehouse

AGENCY SIGNATURE: 

TITLE: President

RFP#21-053 MARKETING AND ADVERTISING

SERVICES AND MEDIA DIVISIONS

PROJECT FOCUS

LEISURE	
Account Management	
Digital Management	
Holiday Promotion	
Seasonal Promotion	
LEISURE TOTAL	\$ 256,028.50 - 65% of budget towards Leisure
MEETINGS	
Account Management	
Digital Management	
Creative Support	
Geofencing Display	
MEETINGS TOTAL	\$ 78,778.00 - 25% of budget towards Meetings
SPORTS	
Account Management	
Digital Management	
Creative Support	
Geofencing Display	
SPORTS TOTAL	\$ 59,083.50 - 15% of budget towards Sports
Optional	
SEM/ SEO	***
Account Management	<i>Rolled into above costs, will evaluate best</i>
Leisure SEO	<i>tactics for implementation</i>
Sports SEO	
Leisure SEM	
Meetings SEM	
Sports SEM	
SEM/SEO TOTAL	\$ -
MEETINGS (Optional)	
Storytelling w/ Presentation Layer	<i>Part of agency fee and paid media,</i>
Native Content Distribution	<i>rolled into above costs</i>
LinkedIn Sponsored Posts	
MEETINGS TOTAL	\$ -
SPORTS	
Storytelling w/ Presentation Layer	<i>Part of agency fee and paid media,</i>
Native Content Distribution	<i>rolled into above costs</i>
LinkedIn InMail	
LinkedIn Sponsored Posts	
SPORTS TOTAL	\$ -
Travel (not to exceed)	\$6,110.00
GRAND TOTAL MARKETING/ ADVERTISING SERVICES	\$ 400,000.00 -

*** SEM: Search Engine Optimization

*** SEO: Serach Engine Marketing

TAB C – METHODOLOGY

SITUATION

The City of College Station's tourism efforts will no longer be tied with Bryan, Texas. The two entities have gone their separate ways and the City of College Station has established its own tourism department aimed at promoting the City as a unique travel destination for tourism, meeting planners and sports teams.

The City of College Station is uniquely positioned within a triangle of three large metropolitan areas, making it a prime destination for a quick getaway or a place where companies and sports groups can easily convene.

It's time the City of College Station partners with an agency to introduce "The heart of Aggieland" to individuals and groups outside the region. We want to creatively and credibly bring this to fruition and let our audiences know that Visit College Station is a significant player in the travel and tourism space.

The right partner will be a tourism-savvy agency that truly knows the heart and soul of College Station and what makes you bleed maroon (without overtly tying the City to Texas A&M University). Informed by your marketing team and research we have slated, the right agency will develop and implement a powerful campaign that positions the City of College Station as a top-of-mind destination and generates awareness of the destination and your offerings.

OUR APPROACH

We believe that good marketing is built on three pillars: strategy, creativity and consistency. That approach has generated tremendous levels of success for every client that we manage, and this is what we envision for the City of College Station.

We understand the position the City of College Station would like to take regionally and nationally and its importance in establishing a brand that can grow and become instantaneously recognizable. Our goals include:

- Developing awareness of the newly branded Visit College Station
- Creating media strategies and tactics for our audiences as defined in the RFP
- Developing compelling creative to reach tourism, meetings and sports audiences
- Increasing website visitation and RFP submissions, as well as other KPIs outlined with the Client
- Establishing metrics and tracking success

Belmont prides itself on providing top-level service to our clients. We manage expectations, deliver on objectives and ensure that our clients are always "in the know." We believe our clients should remain updated on project status, performance and optimizations at each step of our process.

What we don't believe in is layers. While day-to-day communications normally occur with your Account contact, we provide direct and immediate client access to the creative, media, production and planning teams. As we are all working towards the same goal, we believe everyone should be communicating directly whenever, and as often as necessary.

Strategic Direction

While many players within our industry spend time trademarking their brand and strategy development processes, we prefer to spend our time working. Belmont doesn't have a fancy name for our approach, but we do have results that confirm its effectiveness.

Every step in the Belmont strategic approach is calculated. We don't make assumptions and we don't operate solely on hunches. Instead, we make informed decisions through secondary research and, if necessary, our own primary research.

This development process between agency, client and any necessary vendor partners, ensures that everyone involved is working to achieve a unified goal. Just as the City of College will always have the first word in defining the strategic direction, you will direct us on what the initiative must accomplish. We then collaborate with you to create a plan that will achieve success.

Organized Process

Belmont is a process-oriented agency. We don't skip steps. We don't skimp on quality assurance. And while we may move fast, we never rush. This dedication to process has its roots in our boutique approach. Our process remains very simple and focused. And, being good communicators, we ensure that all project constituents have immediate knowledge of the assignment and its status. We build in multiple client checkpoints throughout every assignment, from briefing to production to post-launch recap.

We are happiest when we get to take the following steps in the following order. This doesn't always happen. But knowing the path we're supposed to take keeps everyone from getting off course. This strong structure and strict adherence to process ensures that each responsible party – from account management to creatives to production team to client – has a hand in the final product.

The following outlines our general brand and campaign development process, which has been implemented across many of our success stories. This process is designed to deliver sound strategic insights, encourage creative solutions and ensure a high level of consistency across all executions.

1. **Project Briefing:** Q&A session covering the project's scope, specifications, objectives and budget. Should include the real decision-makers so that everyone fully understands project scope and goals.
2. **Estimate:** Based on the agency time and resources the project will require. Might include rough production estimate costs; final production estimate depends on final concept.
3. **Campaign Brief and Schedule:** Distills the project's communications needs, creative strategy and media strategy and outlines the project timeline from kickoff through delivery.
4. **Research:** Methodology development and baseline research to understand insights and strategies to inform concept development for our audiences.
5. **Concept Development:** Creative teams conceive ideas to answer the assignment's unique challenge. In this phase we develop a campaign look and feel. This is showcased in a variety of environments to reflect how a campaign can live across different media like print, digital and OOH.
6. **Media Plan Development:** Working together with our creatives, our media teams develop an outreach campaign that will deliver our message effectively to our target. (See below for our full media process.)
7. **Concept Presentation and Selection:** The best on-strategy creative ideas are presented to the client to review and select. Alongside the creative, we present the media outreach campaign strategy so the client can envision where creative will appear. We like to do this in person (or over Zoom), with all decision-makers involved.

8. **Execution:** The selected concept is fully developed and provided for client review and feedback, with revision cycles as needed. If requested revisions change the project's scope or specifications, we provide a revised estimate or schedule. The approved media strategy is also translated into the full media plan.
9. **Production/Buying:** Approved execution is prepared and released to any outside production vendors, like photographers, digital developers, etc. Media from the approved plan is secured.
10. **Measurement:** Evaluation of assignment success versus specified objectives and optimization, if necessary.

Within all our phases, we expect the City of College Station key contacts and any other key decision makers to actively participate and provide insight, feedback and thoughts. Belmont does not work in a vacuum, and we want the City of College Station to be involved every step of the way!

Collaborating with You

Below is an outline of what Belmont will be responsible for, as well as the elements we would foresee your input and what information we would ask that you provide us.

<u>Belmont</u>	<u>Belmont/City of College Station</u>	<u>City of College Station</u>
- Kickoff Planning - Research - Campaign Development	- Client Input Brief - Kickoff Workshop - Status Meetings/Progress reports	- Historical Information - Current Marketing Plan - Website Implementation
Paid Media	Media Dashboard Review	- Hotel insights - Group/visitor data

In addition, here is an example status report for ongoing progress checks and our media dashboard which updates real-time once our paid media campaign is running.



EXAMPLE STATUS

Last Updated: (insert date)

JOB #	JOB NAME	OWNER	DUE DATE	STATUS	NEXT STEPS
ACCOUNT MANAGEMENT					
	Account management				
PROJECT SPECIFICS					
	Client print			Initial native files released 7.13 Additional native files released 7.24 Dashboard sent on 7.20 Weekly update document shell sent 7.23	
	Client Media			Discuss Lookalike targeting 7.27 during meeting - Cassie will be available Discuss additional budget in August All funds need to be spent before the end of the fiscal year	Social: Facebook and Instagram Audio: Spotify and Podcast advertising Video: OTT and Facebook Print: 13 publications (see plan)
	Client Facebook/Instagram Ads		COMPLETE	Released - English and Spanish ALL ADS LIVE	
	Client Audio Ads		Mid-July	English and Spanish approved English versions with client for review 7.24 - need approval, then will lay in music Awaiting updated Spanish versions - will send 7.27 Companion banners released to creative team 7.24	Client approval and release - ASAP
	Client Video		Mid-July	Working on revisions to client 7.27	Client review 7.28 Client approval 7.29
	Client Landing page		COMPLETE	Complete - Released	
	Client homepage Callouts		COMPLETE	Releasing Ask DART 7.10	
	Client divisional posters for internal use		COMPLETE	Complete - Released	
OPEN DISCUSSIONS					

Our Media Process

Belmont Icehouse will tailor a paid media approach to achieve the primary objectives and overall success metrics (awareness, consideration, perception, etc.) – connecting with the key audience(s) and driving visitation to the City of College Station website or specified pages.

Strategic Media Approach

We will identify media channels and tactics that deliver against communication objectives that range from increasing awareness and familiarity, to driving consideration and conversion. Media objectives fall directly out of the business and marketing objectives. Essentially, defining the who, what, when, where, and how much questions.



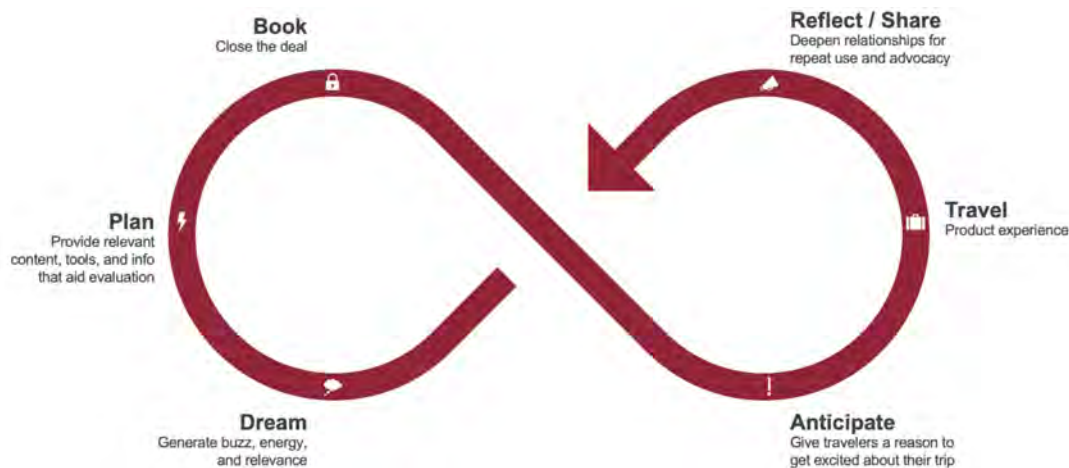
To develop brand-relevant, strategically sound and innovative plans, we start by bringing our consumer segments to life through a visualization consumer dashboard to better understand demographic, psychographic, behavioral attributes, media usage habits, and brand affinities. These visuals allow us to evaluate commonalities and distinctly unique behavior to each. During this phase, the following approach is taken to allow us to build a consumer-centric media strategy:

- Staying abreast and ahead of the latest trends and market research
- Leverage segmentation lifestyle results and core penetration study
- Overlay syndicated research tools, such as MRI and Scarborough to help identify attributes
- Macro trend data accessed through tools like eMarketer, IAB and other industry trade resources, allow us to build a consumer-centric media strategy
- Campaign performance analytics provide a reference of past performance of tactics planned to comparable objectives, establish the foundation for media tactic and partner selection and provide benchmarks for planning and goal setting
- Website and social analytics are utilized for insights that drive targeting strategies and segmentation, dayparting and online platform allocation strategies

Our full-funnel strategy identifies unique goals and behavior desired of the target audience and involves messaging architecture to align with each. In a traditional funnel approach, the goal is to increase awareness at the highest level of the funnel and push potential users down the funnel to drive conversion.



Additionally, it is critical for the creative and media strategy to be in lockstep to create relevant intersections that drive meaningful interactions between the consumer and the programs offered. Understanding the customer journey in how they research and benefit from program offerings is essential to how we build a messaging and media strategy that match message to mindset.



How much is enough? To answer that question, we apply a scientific modeling exercise that evaluates and scores business, marketing, creative, and media variables – which identifies and yields effective communication goals (reach and frequency). This is what becomes the North Star for developing the media strategy.

The Communication Goal Modeling tool is an evolution of numerous industry studies that have taken an in-depth look at how advertising affects consumers... How many times it takes to see an image and retain the information and how many people you need to speak to in order to achieve your communication goals. This theory originated through memory research conducted by Herman Ebbinghaus that identified the curve of forgetfulness and the repetition necessary to make an impression on the human brain.

Once effective reach and frequency goals have been determined, we evaluate the local market media landscape and target audience media usage behavior against business and marketing objectives, weighing the pros and cons of each channel with consideration of the consumer journey.

Understanding that not all impressions are created equally, a media channel mix is determined after evaluating and weighting channels that will effectively accomplish business and marketing goals. This analysis considers business, marketing, creative, and media factors. Specifically for media, these factors include:



Tactical Media Plan Development

Once the media strategy is agreed upon, we take the following steps to develop the tactical plan:

STEP 1: Employ syndicated research, such as Simmons, MRI, and Scarborough, and historical performance to identify the appropriate offline and online publishers.

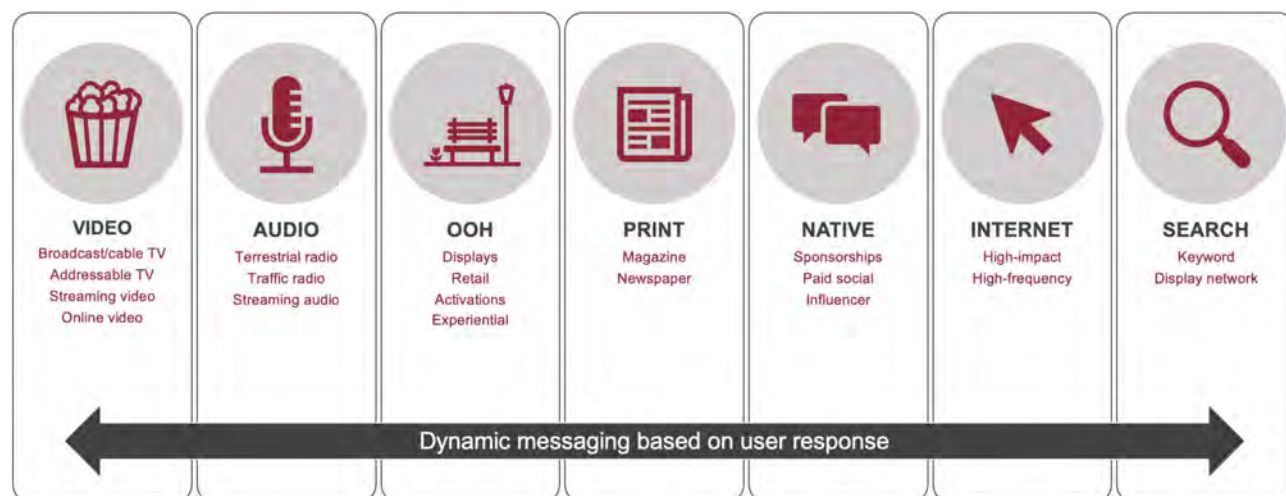
STEP 2: Issue RFPs to our media partners detailing the approved objectives, targets, timing and budget.

STEP 3: Evaluate all proposals and select which tactics/partners to recommend based on the following criteria:

- Advanced targeting capabilities
- Content alignment
- Creative and innovative ad types
- Premium offerings
- Added value

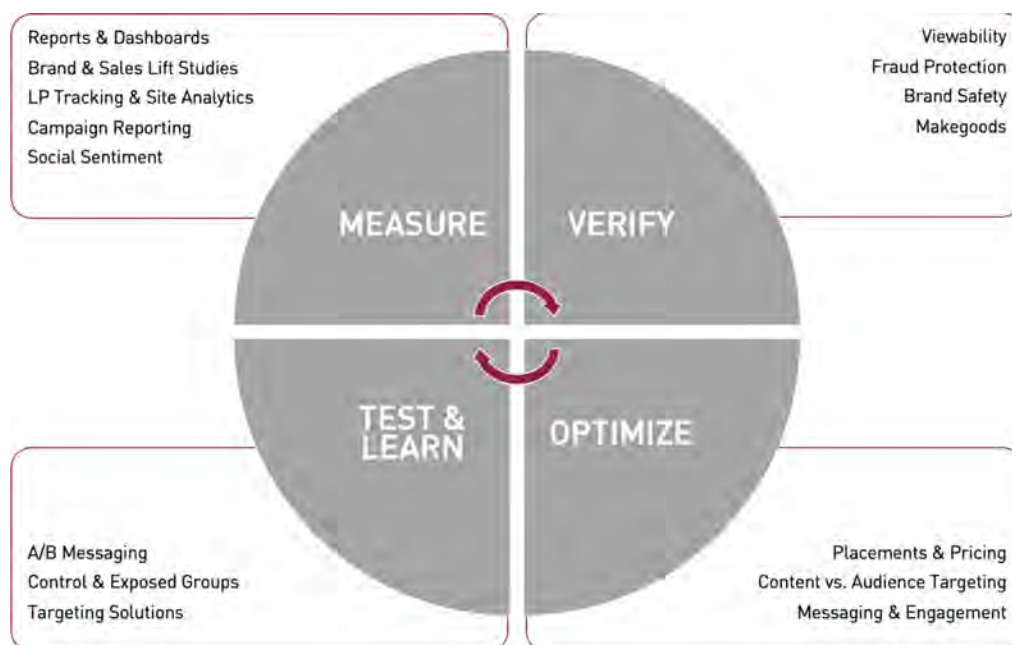
Using consumer behavioral and media consumption data, we build an omni-channel, surround-sound road map for messaging that effectively and efficiently deploys media dollars to move consumers from awareness to exploration to consideration to conversion.

Throwing the “offline vs. online” mindset out the window, the media world has evolved and traditional and digital have merged. Belmont focuses on the experience the target audience is in while consuming information.



Paid Media Measurement

We love good creative. But we also love good data, because it can help us learn what works, what doesn't and what we can do better next time.



To simplify ROI measurement of individual tactics and inform on-the-fly optimization, we will implement a strategy for marketing campaign performance tracking. We will assess the recommended media mix and work closely with your team to establish measurement goals and KPIs to ensure we are maximizing our reach and ensuring that all target audiences are receiving the right message.

There is no such thing as “set it and forget it” – launching a campaign is step one in the process of continued measurement and reporting. We build digestible and actionable data outputs that showcase KPIs and offer insights into how the campaign is performing that lead to real-time optimizations designed to maximize the results of a campaign. Campaigns are tracked daily, and reporting schedules are determined on the front end of a campaign, depending upon campaign KPIs.

Mid and post campaign analytics utilizing our ad serving tool provide the basis of information to review a campaign in its entirety, evaluate successes and failures, and identify the kinds of messages and media placements that resonate with consumers. Finally, post-campaign analytics allow Belmont to validate that contracted media has been delivered prior to issuing payment to vendors.

Belmont monitors campaigns daily and provides a reporting dashboard reflecting real-time performance. The dashboard is customized to the most important KPIs for the client and the campaign. Reports include key metrics such as the following:

- Impressions
- Clicks
- Post-click activity
- Post-impression activity
- Daypart analysis
- Geographic analysis

- Reach and frequency
- Conversion tracking
- Rich media metrics

In addition to media performance tracking and metrics, “beyond the click” data and attribution is key to identifying success and determining if business and communication objectives were achieved. This strategy will involve placing tracking pixels (floodlights) on necessary pages on the site, creating specific action goals, and placing conversion pixels on confirmation pages related to key actions. These include:

- Page views
- Button clicks
- Visitor Planning Guide requests
- Social engagement
- Trip planning

Some of the tools we use to track, optimize, and report performance of strategies and tactics include:



PROJECTED TIMELINE

Please see next page.

- Account management is ongoing.
- Our partner Strop will work with Belmont during the research portion to establish the overall methodology, fielding and results of the research.
- Creative and Media will be involved at all points within the project.

TAB D – AGENCY QUALIFICAIONS & REFERENCES

Please see following page.

AGENCY'S EXPERIENCE & QUALIFICATIONS

Agency's Name: Belmont Icehouse

General Firm Information

1. Type of Firm **(corporation,** partnership, sole proprietorship, joint venture)
2. Year Firm Established – Number of years has your firm been in continuous business under its present business name 16 years
3. Other Firm Names – Indicate all other names by which your organization has been known and the length of time known by each name. NA
4. Parent Company – If applicable, state name, address, former name if applicable, tax identification number NA
5. Participating Division or Branch Offices – State division or branch offices that will participate in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided (office name, and address). NA
6. Specify:
 - a. Large Business (100 or more employees)
 - b. X Small Business (fewer than 100 employees)
 - c. Other _____
7. Submit list of corporate officers, partnerships, or owners of organization - Attached
8. Attach your Project Organization Chart - Attached
9. Submittal – Submittal is for (parent company, subsidiary, division, branch office)

Experience

- a) Normally performs 80 - 100 % of work with own employees.
 - b) Proposing to perform 93 % of work for this project with own employees.
 - c) List Sub Contractors used Strop Insights - leveraging for research only
-

(Provide additional attachments as needed)

List of Projects

(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality / Client	Primary Project Contacts and Phone Number	\$ Amount	Type	Date
Addison Special Events	Town of Addison	Mary Rosenbleeth, 972-450-7032	\$345,000	Comprehensive Campaign	2019
Addison Tourism	Town of Addison	Mary Rosenbleeth 972-450-7032	\$200,000	Comprehensive Campaign	2019
Beat HIV	Tarrant County	Elaine Johnson, CPPB, 817-212-7549	\$350,000	Comprehensive Campaign	2021
COVID Campaign	Tarrant County	Elaine Johnson, CPPB, 817-212-7549	\$150,000	Comprehensive Campaign	2020
Central Health Brand Campaign	Central Health	Ted Burton, 512-978-8154	\$650,000	Comprehensive Campaign	Ongoing
Conquer COVID Vaccination Campaign	Dallas County	Dr. Phillip Huang 214-819-2014	\$500,000	Comprehensive Campaign	2021
Brand Campaign	Dallas Area Rapid Transit	Nevin, Grinnell 214-749-2504	\$400,000	Comprehensive Campaign	2018
Ask DART	Dallas Area Rapid Transit	Nevin, Grinnell 214-749-2504	\$350,000	Comprehensive Campaign	2020
Brand Development	Tarleton University	Cecilia Jacobs 254-968-1620	\$160,000	Brand development	2019
Website/Media Buying	Dallas Opera	Carrie Ellen Adamian, no longer there	\$200,000	Website development and media buying	2019

AGENCY KEY PERSONNEL

Resumes of key personnel shall also be included. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.

Lead	Years' Experience	Projects
Sara Lawrence	16	Austin CVB, DART, Addison, MPI
Cassie Bunch	16	Dallas Opera, Tarrant County, Community Coffee
Tim Hudson	30	Austin CVB, Texas, Addison, MPI
Geoff Owens	21	Austin CVB, DART, Addison

Assistant Lead	Years' Experience	Projects
Erica Page	19	Tarrant County, Austin CVB, LCRA
Dixie Kachiros	20	Alcon, Community Coffee, American Airlines

Staff Assigned	Years' Experience	Projects
Leanne Auld	10	Texas A&M, DART, Addison
Hosna Phelen	7	Tarrant County, DART, Ennis CVB
Darrell Loden	23	Pepsi, Texas A&M, American Airlines
Will Hartung	21	Texas A&M, McDonald's, Verizon

All other personnel	Years' Experience	Projects
Leigh Hudson	36	Texas, DART, Tarrant County, LCA

AGENCY REFERENCES

Name three (3) projects of similar work: provide Company name and its representative's name and contact info for each. References must be provided for projects of similar size and scope as the proposed contract. A Minimum of three (3) References are required for submission.

1. DALLAS AREA RAPID TRANSIT (DART)

Nevin Grinnell, Vice President, Chief Marketing Officer

1401 Pacific Avenue, Dallas, Texas 75202

Email: ngrinnell@dart.org

Phone: 214.749.2504

Advertising • Branding • Collateral •

Digital Development • Environmental

Graphics • Internal Communications •

Media Planning & Buying • Research

2. TOWN OF ADDISON (Tourism and Special Events)

Mary Rosenbleeth, Director of Public Communications

5300 Belt Line Road, Dallas, Texas 75254

Email: mrosenbleeth@addisontx.gov

Phone: 972.450.7032

Advertising • Strategy • Branding •

Collateral • Event Materials • Digital

Development • Environmental Graphics

Media Planning & Buying

3. TEXAS A&M UNIVERSITY

Kim Miller, Executive Director, Division of
Marketing & Communications

1372 TAMU, College Station, Texas 77843-1372

Email: kim-miller@tamu.edu

Phone: 979.845.4646

Advertising • Branding • Collateral •

Digital Development • Media Planning

& Buying

4. LAS COLINAS ASSOCIATION

Jennifer Austin, Managing Director

Address: 3838 Teleport Blvd. Irving, TX 75039

Email: jaustin@lascalinas.org

Phone: 972.541.2345

Advertising • Branding • Collateral •

Event Materials • Digital Development •

Environmental Graphics •

Media Planning & Buying

5. CENTRAL HEALTH

Ted Burton, Vice President of Communications

1111 East Cesar Chavez St., Austin, TX 78702

Email: ted.burton@centralhealth.net

Phone: 512.978.8215

Advertising • Branding • Collateral •

Digital Development • Environmental

Graphics • Media Planning & Buying

Research

AGENCY'S CURRENT WORK SCHEDULE/RECORD

I. Current Work Schedule

- a. List major marketing projects your organization has in-progress using the format below:

Name & Location of Project	Contract \$	% Complete	Projected Completion Date	Owner Contact And Phone
Tarrant County	approx. \$810,000	50%	Ongoing	Elaine Johnson, CPPB, 817-212-7549
Texas A&M University	Project Based	Ongoing	Ongoing	Kim Miller, 979-845-4646
Central Health	\$650,000	50%	Ongoing	Ted Burton, 512-978-8154
Glasshouse	\$150,000	50%	Ongoing	Jake King, 214-797-3626
Las Colinas Association	\$125,000	50%	December 2021	Jennifer Austin, 972-541-2345

- b. Total number and dollar amount of contracts currently in progress:

Number 12 \$ 2MM

- c. Largest single contract amounts currently in progress:

Project Name: Tarrant County

Projected Completion Date: Ongoing contract

Dollar Amount \$ \$810,000

II. Past Record

- a. List major marketing projects of our organization has completed in the last 5 years that have similar work to the work to be completed in this project, with completion dates and references.

Name & Location of Project	Contract \$	Date Completed	Owner Contact and Phone
Dallas County	\$500,000	May 2021	Dr. Phillip Huang, 214-819-2014
Dallas Area Rapid Transit	\$3,900,000	March 2021	Nevin, Grinnell, 214-749-2504
Addison (Events and Tourism)	\$545,000	September 2019	Mary Rosenbleeth, 972-450-7032
Dallas Opera	\$200,000	October 2019	Carrie Ellen Adamian, no longer there
Tarleton University	\$160,000	December 2019	Cecilia Jacobs, 254-968-1620

- b. Volume of work completed over last 5 years:

2020 \$ \$2,890,066
 2019 \$ \$3,605,854
 2018 \$ \$3,117,431
 2017 \$ \$2,343,016
 2016 \$ \$2,687,394

Attach scope descriptions for each project listed above, how the work is similar to this project and the challenges that were dealt with during construction.

AGENCY LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

- a. Has your firm (under current name or a previous name) and/or parent company ever defaulted, been declared to be in default, or failed to complete any work awarded?

☐ yes

☒ no

If yes, stipulate where and why: _____

- b. Has your firm (under current name or a previous name) and/or parent company ever paid (or had withheld from payment) liquidated damages for failure to complete a contract on time?

☐ yes

☒ no

If yes, stipulate where and why: _____

- c. Has your firm (under current name or a previous name) and/or parent company ever been charged with or paid a fine for non-compliance of State and/or Federal statutes or regulations?

☐ yes

☒ no

If yes, stipulate where and why: _____

- II. List pending claims and/or litigation against the firm (under current name or a previous name) and/or parent company ever and/or the holding company at time of submitting Proposal. Provide all relevant claim information such as project name, project owner, summary explanation, etc.

NA

TAB E – CERTIFICATION

STATEMENT TO SIGN CITY'S AGREEMENT

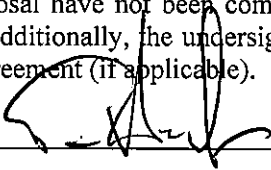
Belmont Icehouse willing agrees to sign the City of College Station Standard Form of Agreement.

ADDENDA

Please see attached signed addendum 1.

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:  Title: President

Typed Name: Tim Hudson Company Name: Belmont Icehouse

Phone No.: 972-755-3200 Fax No.: 972-755-3201

Email: tim@belmonticehouse.com

Bid Address: 3116 Commerce Street, Suite D, Dallas, TX 75226
P.O. Box or Street City State Zip

Order Address: 3116 Commerce Street, Suite D, Dallas, TX 75226
P.O. Box or Street City State Zip

Remit Address: 3116 Commerce Street, Suite D, Dallas, TX 75226
P.O. Box or Street City State Zip

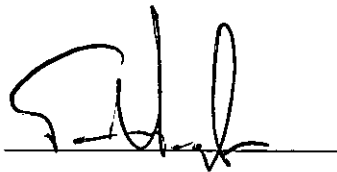
Federal Tax ID No.: 82-0554084

DUNS No.: 60-861-0163

Date: 7.8.2021

Receipt of Addenda

I hereby acknowledge receipt of the following Addenda:



END OF RFP #21-053

*****DO NOT MODIFY THIS FORM*****

EXHIBIT A

STANDARD FORM OF AGREEMENT CONTRACT

BELMONT ACKNOWLEDGES THIS CONTRACT AND WILL WORK WITH THE CITY TO SIGN UPON CONTRACT AWARD.



1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM # 1
RFP#21-053

Date: June 30, 2021
To: All Interested Parties
From: Robyn Forsyth, Buyer
Re: RFP#21-053 Marketing & Advertising Services for 'Visit College Station'

Supplier: The Eagle

Question: For the forms in TAB D (pages 23 and 26): Can we provide top 5-10 projects, 5-10 current work schedule, and 5-10 past record?

Answer:

Tab D 'List of Projects': The form requests listing of 'Projects of Similar Size and Scope' within the last 5 years, with spacing for up to 10 projects. You can provide the top 5-10 projects, as long as they are within the last 5 years. Remember the More detail, the better for evaluation purposes

Tab D 'Agency's Current Work Schedule/ Record':

Item 1A and 2A are a duplicate of page 23, for information. However, the information is just broken down differently for evaluation purposes (current & past). Please complete these sections to the best of your ability. The more detail for evaluation, the better. Note: If you need to add additional pages simply add a comment at the bottom (see next page).

Supplier: The Eagle

Question: Can you clarify the order/tab organization of information and all forms?

Answer: Please see "REVISED FORMAT REQUIREMENTS" for this RFP#21-053 Marketing & Advertising Services. These have been corrected to be in line with the - Format Requirement originally provided in the Request for Proposal.

RFP#21-053 Addendum #1 (cont'd)

PREVIOUS QUESTIONS AND ANSWERS:

1) Supplier: Barkley

Question: Can you please share the estimated annual budget is for the scope of work listed in the RFP. If possible, please share what the budgeted amount is for creative, media and agency fees?

Answer: The estimated annual budget for the scope of work is around \$400,000; depending on the responses to the RFP. We currently do not have these funds divided by creative, media or agency fees.

2) Supplier: Barkley

Question: What is the total annual budget for Visit College Station?

Answer: Currently the overall annual budget is \$1.2 Million for operations and \$1.1 Million for HOT Stimulus/HOT Grant.

3) Supplier: Barkley

Question: Will the selected agency also support the economic development department? If so, is there an estimated budget for economic development work?

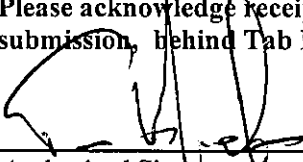
Answer: The selected agency will not support economic development; it will only focus on the tourism piece.

4) Supplier: Barkley

Question: Do you expect a web redesign or refresh to be part of the scope of work?

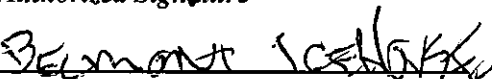
Answer: We will be doing a website redesign next year. We are working on that RFP now and trying to get it ready. At this time, the answer is no, we do not expect a website refresh to be part of this scope of work, but they can certainly submit a proposal when the website RFP is released.

Please acknowledge receipt of this *Addendum No.1* with your electronic proposal submission, behind Tab E.



Authorized Signature

7/7/21
Date



Company Name

End of RFP No. 21-053, Addendum No. 1

EXHIBIT B
PAYMENT SCHEDULE

- ☒ The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

- ☐ Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

Monthly payments as written within the specifications.

All Travel Expenses shall be supported with itemized expenditures and supporting receipts, or payment will be delayed until such documentation can be provided. The annual amount for Travel Expenses shall not to exceed Six Thousand Dollars (\$6,000).

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 21300675
General Service Contract
Form 05-01-19



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 1, 2021

City of College Station
1101 Texas Avenue
College Station TX 77840

Account Information:



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Policy Holder Details :	Belmont Icehouse, LLC
--------------------------------	-----------------------

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2021

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).

PRODUCER ROACH HOWARD SMITH & BARTON/PHS 46464128 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): E-MAIL ADDRESS:																					
INSURED Belmont Icehouse, LLC 3116 COMMERCE ST STE D DALLAS TX 75226-1615	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Hartford Lloyd's Insurance Company</td><td>38253</td></tr> <tr> <td>INSURER B :</td><td>Twin City Fire Insurance Company</td><td>29459</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Lloyd's Insurance Company	38253	INSURER B :	Twin City Fire Insurance Company	29459	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			46 SBA RK2770	06/01/2021	06/01/2022	EACH OCCURRENCE
	CLAIMS-MADE ☒ OCCUR						\$1,000,000
	☒ General Liability						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	POLICY ☐ PRO-JECT ☒ LOC						\$10,000
	OTHER:						PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$2,000,000
							PRODUCTS - COMP/OP AGG
							\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	OCCUR CLAIMS-MADE						AGGREGATE
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46 WBC AN20DS	09/02/2021	09/02/2022	X PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	EMPLOYMENT PRACTICES LIABILITY			46 SBA RK2770	06/01/2021	06/01/2022	E.L. EACH ACCIDENT
							\$1,000,000
							E.L. DISEASE -EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$1,000,000
							Each Claim Limit
							\$5,000
							Aggregate Limit
							\$5,000

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

Those usual to the Insured's Operations. Blanket Waiver of Subrogation applies per Texas Waiver of our Right to Recover from Others Endorsement WC420304 attached to this policy.

CERTIFICATE HOLDER

City of College Station
 1101 Texas Avenue
 College Station TX 77840

CANCELLATION

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

Contract No. _____

Name of Project: _____

STATEMENT AFFIRMING NO BUSINESS AUTOS

I, the undersigned, the sole owner, shareholder, principal or partner doing business as Belmont Icehouse herein verify Belmont Icehouse does not have Business Autos, nor does it conduct business in any way that would require it to have Business Autos when performing for the City of College Station under the above-referenced contract.

I understand if Belmont Icehouse purchases, rents, or otherwise uses Business Autos or does anything to change its obligations under state law with respect to carrying Business Auto liability insurance when performing for the City, it will promptly do so and notify the City of same. Belmont Icehouse assumes full responsibility for its obligations, if any, under applicable law relating to business auto liability insurance.

Name of Business: Belmont Icehouse

Telephone No. 972-755-3200

Address: 3114 Commerce Street, STE. D

City: Dallas State: TX Zip Code: 75226

Signature of Owner: [Signature]

Date: 8/25/21

RETURN SIGNED FORM TO

OR

FAX TO

FACE OF THIS DOCUMENT HAS A SECURITY FEATURE

TEXAS LIABILITY INSURANCE CARD

INSURANCE COMPANY

1-800-332-3226

LIBERTY COUNTY MUTUAL INS. CO.

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

Y8814763

APR. 30 2021

APR. 30 2022

VEHICLE MAKE/MODEL

YEAR

VEHICLE IDENTIFICATION #

TOYOTA 4RUNNER SR5/SR5

2018

JTEBU5JR2J5483109

LEXUS NX 300H

2016

JTJB JRBZ4G2050286

AGENT

(877) 250-9003

SELECTQUOTE AUTO & HOME INS
SERVICES, LLC

6800 W 115TH ST STE 2511

OVERLAND PARK KS 66211-2205

NAME AND ADDRESS OF INSURED

HUDSON, TIMOTHY

7143 CORNELIA LN

DALLAS TX 75214-3226

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

PLEASE READ IMPORTANT INFORMATION ON REVERSE

CN-4200/TXEP 2/18

September 23, 2021
Item No. 7.16.
Roof Replacement for 2611 Texas Ave.

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of a contract with Jaco Roofing & Construction, Inc. for the roof replacement at 2611 Texas Ave. in the amount of \$117,970.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approving a contract with Jaco Roofing & Construction, Inc. for the roof replacement at 2611 Texas Ave. in the amount of \$117,970.00.

Summary: The contract is for Jaco Roofing & Construction, Inc. for a full roof replacement at 2611 Texas Ave. The project consists of approximately 24,150 square feet of roof and walls. Jaco Roofing & Construction, Inc. will provide all labor, material, equipment, insurance, and supervision to install a 20-year Duro-Last roofed system to the project site. Pricing is based on contract #180702 with TIPS.

Budget & Financial Summary: Funds are available in the Facility Maintenance operating budget.

Attachments:

1. 2230010 -- BW



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 2230010 PROJECT#: _____ BID#: _____ RFP#: _____

Project Name / Contract Description: Old PD Roof Replacement

Name of Contractor: Jaco Roofing & Construction, Inc.

CONTRACT TOTAL VALUE: \$ 117,970.00

Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ 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)

Funding will come from Facilities Maintenance Operating Budget 1001-0720-5315

Pricing from TIP Contract# 180702

(If required)*
CRC Approval Date*: _____ Council Approval Date*: 09/23/21 Agenda Item No*: _____

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

Insurance Certificates: _____ Performance Bond: _____ Payment Bond: _____ Form 1295: _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and JACO ROOFING & CONSTRUCTION, INC. (the "Contractor") for the construction and/or installation of the following:
Old PD Roof Replacement.

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted.

1.02 City. The term "City" shall mean and be understood as referring to the City of College Station, Texas.

1.03 City's Consultant. The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

1.04 City's Representative. The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

1.05 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Hundred Seventeen Thousand Nine Hundred Seventy
and 00 /**100 Dollars (\$** 117,970.00 **)**.

1.06 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

1.07 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.08 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.09 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.10 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.11 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.12 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.13 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.14 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.15 Parties. The "parties" are the City and the Contractor.

1.16 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.17 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.18 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.19 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including

retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.20 Work. The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.21 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions, as may be applicable.
- (d) Special Conditions, as may be applicable.
- (e) Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- (f) Plans.
- (g) Instructions to Bidders and any other notices to Bidders or Contractor.
- (h) Performance bond, Payment bonds, Bid bonds and Special bonds.
- (i) Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware

of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.05 Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the

Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a)** Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- (b)** The names and addresses of all proposed subcontractors in writing.
- (c)** Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d)** Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

(e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.

(f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

(a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

(b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the

Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not

damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving

unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

- (a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.
- (b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.
- (c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.
- (d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.
- (e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.



16.04 Retainage. From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:



16.04 Retainage. This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

(a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and
- (c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.
- (b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.
- (c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (h) City's determination of an amount of liquidated damages.
- (i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.
- (k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars (\$100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars (\$100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars (\$100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.



17.03 For "Extra Work", as defined in Section 1.09 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:



17.03 For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in Section 1.09 and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than **twenty-five percent (25%)**. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the Contract Amount to \$1 million or more, subsequent change orders may not increase the revised Contract Amount by more than **twenty-five percent (25%)**. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where

practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in Section 1.10. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (i) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of _____ and _____/100 DOLLARS (\$) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of

liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .

25.02 All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03 This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04 Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05 This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

25.07 The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08 If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09 The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10 The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02 Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Section 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03 The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05 Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06 Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims

from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

27.02 Types. Contractor shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability – required for contract amounts exceeding \$1,000,000.
- (d) Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- (e) Workers' Compensation/ Employer's Liability.

27.03 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- (e) The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

27.04 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.

- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

27.05 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00, where such exposures exist.

27.06 Excess Liability. The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

27.07 Additional Insured.

Those policies set forth in Sections 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof. The builder's risk insurance

shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed \$100,000.00 without the written approval of the City.

27.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. 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.

- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

“A. Definitions:

Certificate of coverage (“certificate”) – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers’ Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the Work on the project until the Contractor’s/person’s Work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractors” in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all*

persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to perform as required by Sections (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

27.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

- (a)** The company is authorized to do business in the State of Texas.
- (b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.
- (c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

28.01 Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

- (a)** The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c)** The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid

original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.

(d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Section 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived

from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Section 1.11, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in Section 1.12). **In the event Contractor engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every**

kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in Section 1.12 of this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The indemnification contained in Section 33.01 shall include but not be limited to the following specific instances:

- (a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**
- (b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- (d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- (e) The removal of all debris related to the Work.**
- (f) The acts and omissions of the subcontractors it hired.**
- (g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

33.03 The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

34. RELEASE

34.01 The Contractor assumes full responsibility for the Work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work 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 in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT

SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

- (a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or
- (b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or
- (c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or
- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.

- (g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

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

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

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

46.02 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein

excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.04 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

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

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

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

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

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

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

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

46.16 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A. Wage Rates
- B. Performance & Payment Bonds
- C. Certificates of Insurance
- D. Plans & Specifications
- E. Construction Schedule
- F. Schedule of Values

JACO ROOFING & CONSTRUCTION, INC. CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

DAVIS BACON WAGE RATES

"General Decision Number: TX20210007 01/01/2021

Superseded General Decision Number: TX20200007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift/Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-006 08/03/2011

Rates	Fringes
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ELECTRICIAN	\$ 26.35
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FORM BUILDER/FORM SETTER

Paving & Curb	\$ 12.94
Structures	\$ 12.87

LABORER

Asphalt Raker.....	\$ 12.12
Flagger	\$ 9.45
Laborer, Common	\$ 10.50
Laborer, Utility	\$ 12.27

Pipelay	\$ 12.79
Work Zone Barricade	
Servicer	\$ 11.85

PAINTER (Structures)	\$ 18.34
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POWER EQUIPMENT OPERATOR:

Agricultural Tractor	\$ 12.69
Asphalt Distributor	\$ 15.55
Asphalt Paving Machine	\$ 14.36
Boom Truck	\$ 18.36
Broom or Sweeper	\$ 11.04
Concrete Pavement	
Finishing Machine	\$ 15.48
Crane, Hydraulic 80 tons	
or less	\$ 18.36
Crane, Lattice Boom 80	
tons or less	\$ 15.87
Crane, Lattice Boom over	
80 tons	\$ 19.38
Crawler Tractor	\$ 15.67
Directional Drilling	
Locator	\$ 11.67
Directional Drilling	
Operator	\$ 17.24
Excavator 50,000 lbs or	
Less	\$ 12.88
Excavator over 50,000 lbs	\$ 17.71
Foundation Drill, Truck	
Mounted	\$ 16.93
Front End Loader, 3 CY or	
Less	\$ 13.04
Front End Loader, Over 3 CY	\$ 13.21
Loader/Backhoe	\$ 14.12
Mechanic	\$ 17.10
Milling Machine	\$ 14.18
Motor Grader, Fine Grade	\$ 18.51
Motor Grader, Rough	\$ 14.63
Pavement Marking Machine	\$ 19.17
Reclaimer/Pulverizer	\$ 12.88
Roller, Asphalt	\$ 12.78
Roller, Other	\$ 10.50
Scraper	\$ 12.27
Spreader Box	\$ 14.04
Trenching Machine, Heavy	\$ 18.48

Servicer	\$ 14.51
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Steel Worker

Reinforcing	\$ 14.00
Structural	\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole

Worker\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66

Off Road Hauler.....\$ 11.88

Single Axle.....\$ 11.79

Single or Tandem Axle Dump

Truck\$ 11.68

Tandem Axle Tractor w/Semi

Trailer.....\$ 12.81

WELDER.....\$ 15.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. 4440854

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Jaco Roofing & Construction, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Seventeen Thousand Nine Hundred Seventy and NO /100 Dollars (\$ 117,970.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for the replacement of a Roof at the Old PD building

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

Contract No. 2230010
Construction Agreement Over \$50,000
Form 07-22-2021

Bond No. 4440854

FOR THE CONTRACTOR:

JACO ROOFING & CONSTRUCTION, INC.

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: [Signature]

By: [Signature]

Name: Jodynn Ellis

Name: Erin Christensen

Title: Secr. Treas

Title: President

Date: September 23, 2021

Date: September 23, 2021

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

SureTec Insurance Company
(Full Name of Surety)

By: [Signature]

2103 CityWest Boulevard, Suite 1300

Name: Kourtney Reece

Houston, Texas 77042

Title: Account Analyst

(Address of Surety for Notice)

Date: September 23, 2021

By: [Signature]

Name: Roxanne G. Brune

Title: Attorney-in-Fact

Date: September 23, 2021

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 2230010
Construction Agreement Over \$50,000
Form 07-22-2021

TEXAS STATUTORY PAYMENT BOND

Bond No. 4440854

THE STATE OF TEXAS

§

§

THE COUNTY OF BRAZOS

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Jaco Roofing & Construction, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Seventeen Thousand Nine Hundred Seventy Dollars and No /100 Dollars (\$ 117,970.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 23 day of September, 2021, for the replacement of a Roof at the Old PD building

referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. 4440854

FOR THE CONTRACTOR:

JACO ROOFING & CONSTRUCTION, INC.

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: [Signature]
Name: JOLYN ELLIS
Title: Secr. Treas
Date: September 23, 2021

By: [Signature]
Name: Glenn Christensen
Title: President
Date: September 23, 2021

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

SureTec Insurance Company
(Full Name of Surety)

By: [Signature]
Name: Kourtney Reece
Title: Account Analyst
Date: September 23, 2021

2103 CityWest Boulevard, Suite 1300
Houston, Texas 77042
(Address of Surety for Notice)

By: [Signature]
Name: Roxanne G. Brune
Title: Attorney-in-Fact
Date: September 23, 2021

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 2230010
Construction Agreement Over \$50,000
Form 07-22-2021

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Sharon Cavanaugh, Kurt A. Risk, Sharen Groppell, Roxanne G. Brune, David R. Groppell,
Beverly A. Ireland, Francine Hay, Gloria Marisol Villa

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

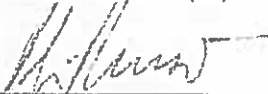
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 12th day of June, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



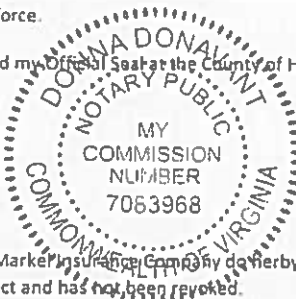
Markel Insurance Company

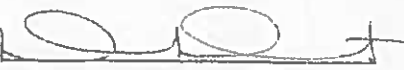
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 12th day of June, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

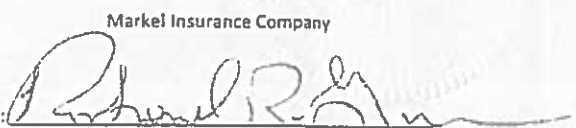
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of September, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2021

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 have **ADDITIONAL INSURED** provisions or 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).

PRODUCER Marsh & McLennan Agency LLC 2500 City West Blvd. Suite 2400 Houston TX 77042	CONTACT NAME: Christy Baker PHONE (A/C, No. Ext): 713-780-6164 FAX (A/C, No): 212-948-6264 E-MAIL ADDRESS: christy.baker@marshmma.com
INSURED Jaco Roofing & Construction, Inc P.O. Box 937 Clute TX 77531	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: Admiral Insurance Company INSURER C: Ohio Security Insurance Company INSURER D: Certain Underwriters at Lloyd's INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1214642957**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	CA00004079301	2/8/2021	2/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAS2262708360	2/8/2021	2/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	GX00000403001	2/8/2021	2/8/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y	0001208936	2/8/2021	2/8/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Property	Y	Y	AMAA0003906	6/27/2021	2/8/2022	Total Insured Value \$445,000

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

The General Liability, Automobile Liability and Excess Liability policies include a Blanket Additional Insured endorsement (ongoing & completed operations) that provides additional insured status only where such status is required by a written contract. The General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract. The General Liability and Auto Liability policies contain a special endorsement with "Primary and Noncontributory" wording when there is an executed written contract that requires such status. The Excess Liability policy is follow form.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
P. O. Box 9960
1101 Texas Avenue
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

 Brett Herrington

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Baldwin Krystyn Sherman Partners LLC 112 Magnolia Estates Dr. League City TX 77573		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: Helpdesk@baldwinriskpartners.com	
License#: L002281 JACOROO-01		INSURER(S) AFFORDING COVERAGE	
INSURED Jaco Roofing & Construction, Inc. P.O. Box 937 Clute TX 77531		INSURER A: Great American Insurance Compa INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22136	

COVERAGES

CERTIFICATE NUMBER: 35600846

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Builders Risk Direct Loss			IMP73908322800	11/18/2020	11/18/2021	Any one jobsite Any one loss Deductible \$250,000 \$500,000 \$1,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
P.O. Box 9960
1101 Texas Avenue
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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EXHIBIT D
PLANS AND SPECIFICATIONS

EXHIBIT E
CONSTRUCTION SCHEDULE



Proposal - Based on Contract #180702 with TIPS

Revised August 23, 2021

City of College Station
300 Krenek Tap Road
College Station, TX 77842

**RE: DURO-LAST MECHANICALLY FASTENED ROOF SYSTEM OVER EXISTING ROOF @ OLD POLICE DEPARTMENT BUILDING,
2611 TEXAS AVE., COLLEGE STATION, TX – APPROXIMATELY 24,150 SQ. FT. OF ROOF AND WALLS**

We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to install a 20-year labor and material, no-dollar limit, transferable, Duro-Last warranted roof system on the above referenced project. This proposal is based on utilizing the following material and qualifications:

1. Duro-Last nominal 50 mil. white PVC reinforced membrane on the roof and walls.
2. Duro-Last 4" fascia bar with metal fascia trim (owner to choose color).
3. Underlayment: 3/8" XPS fan fold recover insulation.
4. Duro-Last accessories to make system complete such as but not limited to pre-fabricated curbs, boots, parapets sheets, screws, caulk, plates and etc. per Duro-Last Roofing, Inc. manufacturer's specifications.

Qualifications/Clarifications:

1. Walkpads are included 25 each 30"x60" 4-sided safety type.
2. Proposal based on overlaying of existing roof, per Duro-Last specifications.
3. Wood blocking is not included.
4. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
5. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur due to the existing condition of the roof.
6. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).
7. **This proposal is intended and shall become part of purchase order/contract.**
8. **This pricing proposal was developed using Jaco's contract number 180702 with The Interlocal Purchasing Systems (TIPS)**
9. City permit is included.
10. Payment and Performance Bond is included.
11. Buyer can cancel this contract within 3 days without penalty.

TOTAL PROPOSAL \$ 117,970.00

Respectfully Submitted,

JACO ROOFING & CONSTRUCTION, INC.

Wayne Parker
Sales Manager

1725 S. Velasco – Angleton, TX 77515
(979)265-6101
Fax (979) 265-6448

By:

(Authorized Signing Officer)

(Printed Name)

(Title)

(Date)

Agreed and Accepted:

"Duro-Last Platinum Contractor"
1-800-265-JACO
www.jacoroofting.com
info@jacoroofting.com

Mailing Address:
P. O. Box 937
Clute, TX 77531

EXHIBIT F
SCHEDULE OF VALUES

September 23, 2021
Item No. 7.17.
City of Bryan Retail Electric Franchise

Sponsor: Brian Piscacek, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the first reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station as certificated to Bryan by the Public Utility Commission of Texas.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability
- Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the first reading of a ten (10) year franchise agreement with the City of Bryan that allows for use of public rights-of-way for the retail sale of electricity within the City of College Station as certificated to Bryan by the Public Utility Commission of Texas.

Summary: This Electric Power Franchise gives the City of Bryan the right to use public rights-of-way within specified areas of College Station in order to provide retail electric service to areas certificated to Bryan by the Public Utility Commission of Texas. This Franchise is for a period of ten (10) years and succeeds a previous agreement executed by both City Councils in October 2010.

The proposed Franchise defines such things as payments, utility construction and maintenance, conditions of right-of-way occupancy, street lighting, underground installations, records and reporting, insurance requirements, compliance and many other tangential issues associated with a franchise of this type. One important note is that this franchise only applies to areas defined as “Non-Core” areas within the City of College Station – areas that currently have Bryan electric power facilities within College Station. The update includes minor changes to align with BTU's current line extension policy.

City of College Station staff consulted with staff from the City of Bryan and BTU. This agreement was presented to the BTU Board of Directors on September 13, 2021, and approved by the City of Bryan City Council on September 14, 2021.

Section 105 of the City Charter states that “The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at two (2) separate regular meetings of the City Council.”

Budget & Financial Summary:

The City of Bryan agrees to pay College Station a sum of money equal to five percent (5%) of annual "Gross Receipts" (as defined therein) from its retail sales to electric customers served within the City

of College Station. This percentage remains unchanged from the previous agreement. These payments will be made quarterly.

Attachments:

1. BTU Franchise CLEAN (8-26-2021)
2. Attachment A - Map of Core Areas

ORDINANCE NO. _____.

AN ORDINANCE GRANTING TO THE CITY OF BRYAN, TEXAS, A TEXAS MUNICIPAL CORPORATION (“BRYAN”) CERTIFICATED TO PROVIDE RETAIL ELECTRIC UTILITY SERVICE BY THE PUBLIC UTILITY COMMISSION OF TEXAS (“PUC”), ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE THAT EXTENDS TO SPECIFIED AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“COLLEGE STATION”), TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC RIGHTS OF WAY (COLLECTIVELY “ROW”) IN THE SPECIFIED AREAS OF COLLEGE STATION FOR CONSTRUCTION AND OPERATION OF ITS ELECTRIC SYSTEM FOR A PERIOD OF TEN (10) YEARS; REGULATING THE USE OF THE RIGHTS OF WAY BY BRYAN AND THE REPAIR AND RESTORATION OF STREETS DISTURBED BY CONSTRUCTION; PROVIDING FOR THE TEMPORARY REMOVAL, RAISING AND LOWERING OF CABLES AND OTHER EQUIPMENT AND MATERIAL; PROVIDING FOR COMPENSATION TO BE PAID TO COLLEGE STATION; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING A SEVERABILITY CLAUSE; RESERVING ALL POWERS OF REGULATION; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; PROVIDING FOR ACCEPTANCE BY BRYAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bryan is now and has been engaged in the electric utility business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its physical plant in College Station pursuant to such rights as may have been granted it by and under the laws of the State of Texas, and subject to the reasonable exercise of the police powers granted by and under said laws to College Station; and

WHEREAS, it is hereby found and determined by the City Council of College Station that it is in the best interest of College Station that a franchise be awarded to Bryan stating the agreement between Bryan and College Station under which Bryan may use the ROW as defined above to maintain and construct its physical plant in College Station;

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

Section 1. DEFINITIONS.

For the purpose of this Ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory, and not merely directory.

- A. “Anniversary Date” shall mean the date on which this Franchise is accepted by Bryan.
- B. “Bryan” shall mean the City of Bryan, Texas, a home-rule municipal corporation that owns and operates a municipal electric utility system, d/b/a “Bryan Texas Utilities”.
- C. “College Station” shall mean the City of College Station, Texas, a home-rule municipal corporation and includes the territory that currently is or may in the future be included within the boundaries of the City of College Station

- D. “Consumer” shall mean any Person receiving and using electric utility service from Bryan for that Person’s own appliances or equipment within College Station whether or not the Electricity is billed directly to that Person or to another party. (As an example, in the case of a rental unit where the cost of utilities is part of the rent, the landlord is a Customer and the tenant is a Consumer.)
- E. “Core Areas” shall mean all areas within the Corporate Limits of College Station other than areas defined as Non-Core Areas. Core Areas are defined by the boundaries as set forth in Attachment “A” to this document.
- F. “Corporate Limits” shall mean the corporate limits of the City of College Station, Texas, as they may exist from time to time. References to areas “within College Station” or “in College Station” mean and refer to locations within the corporate limits of College Station.
- G. “Council” means the governing body of College Station.
- H. “Customer” means any Person billed by Bryan for Electricity or service delivered within the Corporate Limits of College Station, whether such Electricity or service is used by that Person or by others.
- I. “Director” means the director of the Department of the College Station city government having jurisdiction and responsibility for engineering and establishing standards for construction on and repair of city streets.
- J. “Electricity” shall mean energy (kWh) and power (kW) provided by Bryan.
- K. “Electric System” shall mean Bryan’s system of cables, wires, lines, poles, towers, anchors, guy wires, insulators, transformers, conduits, ducts, and any associated equipment, or plant, or other facilities designed and constructed for distributing Electricity at 60,000 volts or less, or associated communications facilities or systems used solely in conjunction with Bryan’s electric facilities as described herein as the same now exists and may from time to time be placed, removed, constructed, reconstructed, extended and maintained. Nothing in this Ordinance shall authorize Bryan to provide retail electric utility service to electric consuming facilities located within the area that College Station is solely authorized to provide retail electric utility service by the Public Utility Commission of Texas.
- L. “Force Majeure” shall mean, without limitation by the following enumeration, acts of God and the public enemy, the elements, fire, accidents, breakdowns, shut-down for purposes of necessary repairs, relocation or construction of facilities, breakage or accidents to machinery or distribution lines, the necessity of making repairs or alterations to machinery or to transmission or distribution lines, inability to obtain materials, supplies, permits, or labor to perform or comply with any obligation or condition of this Franchise, and any other events, occurrences or conditions that the person claiming an event of Force Majeure could not, by the exercise of due diligence, have avoided or prevented, and which by the exercise of due diligence has been unable to overcome or cure.
- M. “Franchise” and “Ordinance” shall mean this ordinance, and all rights and obligations established herein, as it may be amended from time to time.
- N. “Gross Receipts” shall mean the annual receipts collected by Bryan from its Customers or Consumers for the retail sale of Electricity and the provision of any other electric utility

services or charges to Consumers and Customers, exclusive of the sale of merchandise and/or any sales tax within the Corporate Limits of College Station. Gross Receipts shall include but not be limited to franchise fees collected from Bryan's Customers or Consumers located within College Station. Gross Receipts shall not include revenues from wholesale sales of Electricity or wholesale transmission revenues; revenues uncollectable from Customers (i.e. bad debts) with billing addresses in the City that was previously included in Gross Receipts; all monies received from the lease or sale of real or personal property; any amounts billed or collected from Customers for refundable deposits; any amounts received by Bryan for contributions in aid of construction (CIAC); reimbursements for damage to or relocation of any part of the Electric System; pole attachment revenue; and State or Federal grants or reimbursements.

- O. "Non-Core Areas" shall mean all territory within College Station lying west and south of FM 2818 and extending east from FM 2818 at State Highway 6 to Carter Creek as shown in Attachment A.
- P. "Person" shall include, unless otherwise required in context, a natural person, a legal entity or other group or organization.
- Q. "Pole Use Agreement" means the standard agreement approved by Bryan and College Station pursuant to the Agreement for Common Use of Distribution Poles and Transmission Structures between Bryan and College Station and used to control the manner in which any apparatus, line or cable is attached by one party to electric poles or similar equipment owned by the other party.
- R. "Public Utility Commission of Texas" or "PUC" shall mean that agency as presently constituted by the laws of the State of Texas or any successor agency.
- S. "Public Utility Easement" shall mean those easements held, owned or controlled by College Station, the terms and conditions of which or limitations upon which are not inconsistent with the construction, maintenance and operation of electric utility facilities.
- T. "Rights of Way" or "ROW" shall mean the present and future Streets, Sidewalks, and Public Utility Easements that permit electric utility service uses or other public right of way of College Station.
- U. "Sidewalk" shall mean a paved area within the street right-of-way or sidewalk easement specifically designed for pedestrians and/or bicyclists.
- V. "Streets" shall mean a street, alley, avenue, road, highway or other publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.

Section 2. GRANT OF AUTHORITY.

Subject to the terms, conditions and provisions of this Ordinance, the right, privilege and franchise is hereby extended and granted to Bryan, to use ROW of College Station as necessary for all uses associated with the provision or termination of electric utility service including the construction, reconstruction, upgrade, maintenance, repair, replacement, relocation and operation of its Electric System including associated communications facilities and systems, in accordance with the terms of this Franchise, within College Station's Non-Core Area Corporate Limits as the same are now and as the same may be from time

to time extended. The rights, privilege and franchise granted hereunder are non-exclusive and are granted subject to the existing charter and ordinances of College Station, and are subject to such lawful changes by charter provision or ordinance as may be necessary to the public health and safety by College Station in the exercise of its lawful police powers.

The Parties recognize that Bryan has for many years owned, operated and maintained an Electric System in College Station. Nothing in this Franchise is intended to limit or shall limit Bryan's rights to use easements now or hereafter held, owned or controlled by Bryan for such purposes.

Bryan shall have the right to lease, license or otherwise grant to a party other than Bryan the use of its facilities within College Station's Rights-of-Way, provided that prior to the date of the initial attachment of the facilities of a new lessee, licensee, or user to Bryan's facilities, Bryan shall notify College Station of the name of the lessee, licensee, or user, the type of service(s) intended to be provided through the facilities, and the name and telephone number of a contact person associated with such lessee, licensee, or user. This authority to lease facilities within the Rights-of-Way shall not affect any such lessee, licensee, or user's obligation, if any, to also obtain permits and other required regulatory approval from College Station and to pay franchise fees or any other applicable fees to College Station.

Not included in the Franchise granted herein are any facilities (including any equipment attached in any way to Bryan's facilities, whether owned by Bryan or not) that provide data delivery, cable service, telephone service, and/or any other service or product unrelated to Bryan's transmittal and delivery of electricity. Except for Bryan Electric System facilities as defined and authorized by this Franchise, any other facilities, including but not limited to, data delivery, cable service, telephone service, and/or any other service or product, shall be subject to applicable franchise agreements that cover such facilities or activities in College Station ROW.

COLLEGE STATION MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE THAT ITS EXISTING OR FUTURE RIGHTS OF WAY WERE, ARE, OR WILL BE SUFFICIENT TO PERMIT THE ATTACHMENT, INSTALLATION, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION OR REMOVAL OF THE ELECTRIC SYSTEM.

Section 3. TERM OF FRANCHISE.

Upon the filing with College Station by Bryan of the acceptance required herein, this Franchise shall be in full force and effect for a term and period of ten (10) years, beginning on the Anniversary Date, unless terminated as provided herein.

This Franchise may be amended only upon mutual agreement by the Parties, which amendment will not be effective until reduced to writing and executed by both Parties.

Section 4. CONSTRUCTION AND MAINTENANCE OF ELECTRIC SYSTEM.

Bryan may construct and re-construct its Electric System facilities that are necessary facilities for the distribution of Electricity within College Station's Non-Core Area ROW. All poles to be placed shall be so set that they will not unreasonably interfere with the flow of water in any gutter or drain, and so located that the same will interfere as little as practicable with the ordinary travel on the Streets or Sidewalks, and so as not to unreasonably obstruct visibility at public street intersections. Bryan shall determine the appropriate route for all lines. The location of all poles, stubs, guys, anchors, conduits and cables placed and constructed and to be placed and constructed by Bryan in the construction and maintenance of its Electric System in College Station, and the location of all conduits laid and to be laid by

Bryan within the limits of College Station pursuant to this Franchise shall be subject to lawful, reasonable and proper regulation of general applicability within the City. Bryan will give reasonable consideration to requests by College Station to relocate underground any of its aerial facilities or place new facilities underground.

Where available and where feasible to do so along the route chosen by Bryan, Bryan shall use College Station electrical poles for any expansions, additions or extensions of lines in the Electric System in College Station, and College Station will endeavor to do the same. In such instances the Pole Use Agreement will determine how such expansion, additions, or extensions will be accomplished. Nothing contained in this Ordinance shall be construed to require any pole attachments for electric light or power wires or electrical facilities or systems not provided by Bryan, or any non-electric wires, facilities or systems, to be attached to Bryan's poles or other physical plant. Nothing herein shall prohibit Bryan from requiring reasonable, non-discriminatory terms and from charging just compensation pursuant to a Pole Use Agreement. College Station shall look solely to Bryan for Bryan to enforce all applicable rules, regulations, laws, ordinances, and codes with regards to any Bryan Pole Use Agreement, third-party licensees on Bryan poles or Bryan infrastructure located in College Station ROW.

College Station shall not sell, lease or otherwise make available any rights granted by Bryan to College Station to use Bryan's facilities to any third party. Such rights are provided solely for the non-commercial, governmental use by College Station.

Section 5. CONDITIONS OF OCCUPANCY.

- A. Use. All structures, poles, and facilities erected or maintained by Bryan on ROW within College Station shall be located so as not to cause unreasonable interference with the use of the Streets and with the rights of the owners or occupiers of property which adjoins any of such Streets.
- B. Construction and Restoration. Except as provided in this Franchise, Bryan shall comply with Chapter 34 of the Code of Ordinances of College Station, Article IV, Utility Right-of-Way Use. This Franchise gives Bryan the right to continued use and occupancy of ROW for the purpose of constructing, reconstructing, repairing, maintaining, using and operating facilities for the distribution of Electricity together with all necessary or desirable appurtenances. College Station hereby waives prior non-compliance by Bryan, if any, with Chapter 34 of the Code of Ordinances of College Station, Article IV. Pursuant to Chapter 34 of the Code of Ordinances of College Station Article IV Section 34-168 insurance and bonding requirements are met by Section 7 of this Franchise. Additionally, with regard to Chapter 34 Article IV Section 34.139, College Station agrees that state law requires College Station to pay for relocation of electric utility facilities made at the request of the City to the extent such facilities are located in easements or other property held, owned or controlled by the electric utility. Pursuant to Chapter 34 of the Code of Ordinances of College Station Article IV Section 34-139, the Parties agree that in lieu of the prescribed ninety (90) days to relocate facilities, a different schedule will apply as follows: College Station and Bryan will mutually agree to a project timetable for relocation of Bryan electric facilities and Bryan agrees to relocate all identified electric facilities according to the project timetable; provided, however, that, in the event the Parties are unable to mutually agree to a project timetable, those identified facilities will be deemed abandoned no earlier than two (2) years from the date notice is received by Bryan and College Station may remove the facilities without liability and charge the cost of the removal to Bryan. Notice will be given no earlier than at the time of completion of the final design of the project requiring relocation. Bryan will submit all plans of record for electric facilities in College

Station right of way to the College Station Electric Utilities Department for filing. Bryan agrees that all such electric facilities in College Station right of way will comply with standards of the National Electric Safety Code (NESC), latest edition for new construction, at the time the facilities are constructed. College Station finds that this franchise adequately replaces the requirement for registration and permitting as shown in the Code of Ordinances of College Station Chapter 34 Article IV.

- C. Pursuant to the College Station's police power authority, this right-of-way ordinance may be superseded by a new or amended ordinance, which shall be of general application to all users of College Station rights-of-way. College Station also agrees that College Station will not tamper with, disable or remove any of Bryan's facilities without prior permission from Bryan except as provided above. College Station reserves the right to request that idle facilities that are not in use and useful be removed unless Bryan can establish the need for such facilities.
- D. Relocation of Facilities in Private Easements. Bryan may make claims, including claims for actual and reasonable costs or damages, in the event College Station requires or requests Bryan to move, relocate, change, alter, or modify any of its property constructed in easements or on other property held, owned or controlled by Bryan. College Station shall include a description of the facilities, location, desired place of relocation and request an estimate of the costs for relocation. Bryan shall provide to College Station an estimate of the costs of relocation within forty-five (45) days. If College Station requests Bryan to relocate its facilities, then, to the extent Bryan's facilities were constructed in easements or on property held, owned or controlled by Bryan, College Station shall pay within thirty (30) days of invoice Bryan's estimate of costs. Notwithstanding the foregoing, College Station will not be liable for consequential damages.
- E. Relocation of Facilities for the Benefit of Third Parties. If College Station shall require Bryan to adapt or conform its facilities, or in any way or manner to alter, relocate, or change its property to enable any other Person, except College Station, to use, or to use with greater convenience, any ROW Bryan shall not be bound to make such changes until such other Person shall reimburse or make satisfactory arrangements for reimbursement to Bryan for any loss and expense caused by or arising out of such change. College Station shall not be liable for such reimbursement.
- F. Temporary Raising or Lowering of Wire for Building Moving. Upon written request of any Person holding a building moving permit issued by College Station, Bryan shall raise, or lower its wires and cables temporarily to permit the moving of houses, buildings or other bulky structures. The reasonable expense of such temporary raising or lowering shall be paid by the benefited person, and Bryan may require such payment in advance, Bryan being without obligation to raise, or lower its wires and cables until such payment shall has been made. Bryan shall be given not less than seventy-two (72) hours advance written notice to arrange for such temporary wire and cable adjustments.
- G. Tree Trimming. College Station may, from time to time, pass ordinances regulating the trimming or removal of trees on or along College Station property, however, reasonable tree trimming and vegetation control shall be allowed.
- H. Placement of Fixtures. Bryan shall not place poles, towers or similar fixtures where the same will unduly interfere with any existing gas, electric, or telephone fixture, water hydrant or main, drainage facility or sanitary sewer, and all such poles, towers and similar

facilities shall be placed in such manner as not to unreasonably interfere with the usual travel or use of the streets.

- I. Street Lights. Bryan shall provide electric service to standard or decorative street lights within Bryan's PUC certificated area in College Station. Unmetered street lighting will be installed, operated and maintained by Bryan. Bryan will establish a monthly cost for each light which includes installation of a standard design, operation and maintenance costs. College Station will approve requests for the installation of street lighting. Bryan shall have the authority to approve or deny developer requests to install new types of decorative lights that are not included on Bryan's pre-approved streetlight list.
- J. Traffic Signals. Bryan shall provide space on existing facilities and those to be constructed in Public Utility Easements for College Station to attach traffic signals. If the facilities require an upgrade to accommodate College Station's request for traffic signals, College Station may elect to either construct its own traffic signal facilities or to reimburse Bryan for the difference in cost to make the necessary upgrades to Bryan's facilities. College Station shall pay for electricity necessary to operate the traffic signals in accordance with Bryan's tariff for such services.

Section 6. UNDERGROUND INSTALLATION.

If the undergrounding of utilities is required by Article 8.3.S. of College Station's Unified Development Ordinance, as amended, College Station may, or the property developer shall, bear the cost of the furnishing and installing all conduit, pulling vaults, trenching, backfill, boring, special backfill as required, or other civic work to accommodate the required design of BTU facilities. BTU will furnish and install the electrical conductor and devices. Contribution in Aid of Construction (CIAC) for these extensions shall be paid as provided in Bryan's BTU Electric Line Extension Policy, as amended.

Section 7. LIABILITY INSURANCE.

- A. Minimum Coverage. Within thirty (30) days after the effective date of this Franchise, Bryan shall file with the Director and shall maintain throughout the term of this Franchise a policy of comprehensive general insurance, including an endorsement for contractual liability, issued by an insurance company duly authorized to do business in the State of Texas insuring College Station and Bryan with respect to the installation, maintenance, and operation of Bryan's Electric System. The amounts designated herein are minimum requirements and do not establish the limits of the Bryan's liability:
 - (1) Comprehensive General Liability: One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - (2) Automobile Liability: One Million Dollars (\$1,000,000.00) combined signal limit per accident for bodily injury and property damage.
 - (3) Worker's Compensation and Employers Liability: Workers' Compensation limits statutory for the State of Texas and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.
 - (4) Excess and Umbrella Liability Insurance in a form following the underlying coverages in an amount of One Million Dollars (\$1,000,000.00) each occurrence and one Million Dollars (\$1,000,000.00) aggregate.

- B. Notice of Cancellation or Reduction. Such liability insurance shall contain the provision that written notice of expiration, cancellation, reduction or material change in coverage of the policy shall be delivered to the Director and to Bryan at least thirty (30) days in advance of the effective date thereof.
- C. Term. Such liability insurance shall be kept in full force and effect by Bryan during the existence of this Franchise.

Section 8. GOVERNING LAW; LIMITATIONS; COMPLIANCE.

- A. Governing Law. This Ordinance shall be construed in accordance with College Station's Charter and Code of Ordinances in effect on the Effective Date of this Ordinance to the extent that such Charter and Code of Ordinances are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas.
- B. Limitations: This Ordinance shall be governed by and construed in accordance with the laws of the State of Texas. Should either party desire to pursue any claim or cause of action against the other relating to this Ordinance, notwithstanding any provisions of any law, the party desiring to assert such claim or cause of action must do so in a form with appropriate jurisdiction within four (4) years of the date that such claim or cause of action first arose or said claim or cause of action shall be forever barred.
- C. Compliance. Notwithstanding any other provision of this Franchise to the contrary, College Station and Bryan shall at all times comply with all laws, rules and regulations of the state and federal government and any administrative agencies thereof, with respect to the subject matter of this Ordinance. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by College Station that Bryan believes are contrary to applicable laws.

Section 9. PAYMENT TO COLLEGE STATION.

- A. In consideration for the rights and privileges herein granted, the administration of this Franchise by College Station, the temporary interference with the use of public rights of way and other costs and obligations undertaken by College Station herein, Bryan hereby agrees to pay to College Station during the term of this Franchise a sum of money equal to five percent (5%) of annual Gross Receipts as herein defined. Franchise fee payments shall be paid quarterly on or before each May 1, August 1, November 1, and February 1 for the most recently ended calendar quarter. Bryan shall file with College Station's City Manager within thirty (30) days after the expiration of each quarter of each calendar year, or portion thereof during which this Franchise is in effect, a statement showing in reasonable detail the Gross Receipts collected during the preceding quarter of the calendar year. Such statement shall be accompanied by Bryan's payment to College Station of five percent (5%) of the Gross Receipts for such quarter. An interest charge shall be assessed on a franchise fee payment not paid on the due date at the rate of ten percent (10%) per year for each day that the franchise fee payment is late, and check for the interest due shall accompany the late franchise payment.
- B. If Bryan elects or is required to provide customer choice pursuant to the terms of the Public Utility Regulatory Act, the fee due under this Franchise shall be based on the following:

(1) each kilowatt hour of Electricity delivered by Bryan to each retail customer whose consuming facility's point of delivery is located within College Station's Corporate Limits. The charge imposed shall be equal to the total electric franchise fee revenue due College Station under this Franchise for the calendar year preceding Bryan's decision to provide customer choice divided by the total kilowatt hours delivered during that calendar year by Bryan to retail customers whose consuming facilities' points of delivery were located within College Station's Corporate Limits. The fee due to College Station from Bryan as the provider of distribution service shall be equal to the charge per kilowatt hour determined for the calendar year preceding Bryan's decision to provide customer choice multiplied times the number of kilowatt hours delivered within College Station's Corporate Limits; and (2) a sum equal to five percent (5%) of gross revenues received by Bryan from Discretionary Service Charges that are for the benefit of an end-use retail electric consumer within Bryan's certificated area located within College Station's Corporate Limits. Discretionary Service Charges shall include but not be limited to: connection charges, disconnection charges, reconnection charges, meter testing charges, out-of-cycle meter read charges, non-standard meter installation charges, service call charges, outdoor lighting charges, tampering charges, denial of access charges, distributed renewal generation metering charges, and construction services. Bryan shall make payment to College Station accompanied by a statement filed with College Station's City Manager within thirty (30) days after the expiration of each quarter of each calendar year, or portion thereof during which this Franchise is in effect. The statement shall show in reasonable detail the basis for the payment. An interest charge shall be assessed on a franchise fee payment not paid on the due date at the rate of ten percent (10%) per year for each day that the franchise fee payment is late, and check for the interest due shall accompany the late franchise payment.

- C. The consideration set forth in this section shall be paid and received in lieu of any other license, charge, fee, street or alley rental, or other character of charge for use and occupancy of the Streets, Sidewalks, Public Utility Easements, and other public rights of way of College Station and in lieu of any pole tax, inspection fee tax or other tax, any lawful permit, inspection or other fee whether charged to Bryan or any of its contractors; and any imposition other than the usual general ad valorem taxes, special assessments to abutting landowners or sales taxes now or hereafter lawfully levied.

Section 10. RECORDS AND REPORTS.

- A. Book of Account. Bryan shall keep complete and accurate books of accounts and records of its business and operations from which Gross Receipts may be determined. To the extent practicable, copies of relevant portions of such books of accounts and records shall be made available at Bryan's office nearest to College Station upon reasonable request.
- B. Access by College Station. The Director or his duly designated officers, agents, or representatives, shall have access to all books of accounts and records of Bryan relating to this Franchise as reasonably needed to determine the accuracy of any and all reports relating to Bryan's receipts to College Station. Any confidential or proprietary matters disclosed to College Station shall be held in confidence and disclosed only as needed to enforce College Station's rights under this Ordinance.

Section 11. AREA OF COLLEGE STATION AFFECTED.

- A. This Franchise shall extend to and include any and all territory that is within Non-Core Areas of College Station. This Franchise shall not apply to Core Areas of College Station.

Bryan may operate, maintain, repair, replace, reconstruct or upgrade Bryan's existing Electric Facilities in the ROW of Core Areas.

- B. This Franchise is not intended to and does not enlarge the scope or geographical extent of certification to provide retail service beyond the area certificated to Bryan in the absence of this Franchise.
- C. Additionally, this Franchise shall extend to any and all territory which is annexed by College Station during the term of this Franchise. In the event of disannexation, this Franchise shall be reduced to the territory that continues to be in College Station.
- D. College Station shall promptly furnish Bryan with maps of the affected area in the event of an annexation or disannexation. Within sixty (60) days from the date such maps are furnished, Bryan shall identify all Customers located within such annexed or disannexed territory and adjust its accounting system accordingly. For the purposes of calculating Gross Receipts, Customers, if any, included within an annexed area shall be deemed to commence sixty (60) days from the date College Station furnishes the maps to Bryan.

Section 12. NON-EXCLUSIVE FRANCHISE.

This Franchise is not exclusive and nothing herein contained shall be construed so to prevent College Station from granting other like or similar rights, privileges and franchises to any other Person.

Section 13. DEFAULT; REMEDIES.

In addition to all rights and powers of College Station by virtue of this Franchise or otherwise, College Station reserves the rights to terminate and cancel this Franchise in accordance with the following provisions:

- A. Violation of Provisions. This Franchise may be terminated by College Station in the event Bryan shall by act or omission materially violate any term, condition or provision of this Franchise and shall fail or refuse to effect compliance within thirty (30) days following written demand by College Station to do so. Upon the occurrence of an event of default by Bryan which cannot be cured within such thirty (30) day period, Bryan shall have sixty (60) calendar days (or such additional time as may be agreed to by College Station) after receipt of written notice from College Station of an occurrence of such event of default to cure same before College Station may exercise any of its rights or remedies pursuant to this Section 13.
- B. Method of Termination and Cancellation. Any such termination and cancellation of this Franchise shall be by ordinance adopted by College Station; provided, however, before any such ordinance is adopted, Bryan shall be given at least thirty (30) days' advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Bryan that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing. In no event shall such hearing be held less than thirty (30) days following delivery of such notice to Bryan. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Bryan of the City Council's decision terminating the Franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If

no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the City Council. Until the termination becomes effective the provisions of the Franchise granted herein shall remain in effect for all purposes.

- C. Force Majeure. Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to College Station required by this Franchise, Bryan shall not be declared in default or be subject to a sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its reasonable control.

Section 14. RATE REGULATION; RESERVE OF REGULATORY POWERS; RESERVE OF LEGAL RIGHTS.

- A. Rate Regulation. College Station shall have only such regulatory power, authority, and jurisdiction respecting Bryan's rates, if any, as may be provided by law, if any.
- B. Regulatory Powers. College Station by the granting of this Franchise does not render or to any extent lose, waive, impair, or lessen the lawful powers and rights, now or hereafter vested in College Station under the Constitution and statutes of the State of Texas and of the United States of America and under the Charter of College Station, to regulate the use of the Streets by College Station.
- C. Legal Rights. Bryan by accepting this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now or hereafter vested in Bryan under the Constitution and statutes of the State of Texas and of the United States of America.

Section 15. GOVERNMENTAL FUNCTION.

All of the lawful regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety, and welfare of the general public.

Section 16. ASSIGNMENT.

Bryan shall not assign its rights or obligations under this Franchise, nor any part of such rights or obligations, without the prior written consent of College Station, which consent shall not be unreasonably withheld, conditioned, or delayed. As a condition of an assignment the proposed assignee shall execute a written acknowledgment that it has read, understood, and intends to abide by this Franchise, and that the assignee assumes all obligations and liabilities imposed by this Franchise on Bryan.

Section 17. PUBLICATION COST.

In compliance with the provisions of Article III, Section 35 of College Station Charter, Bryan shall pay the cost of those publications of this Franchise required by such Charter provisions.

Section 18. ACCEPTANCE.

Bryan shall, within thirty (30) days from the date this Franchise takes effect, file with the Secretary of College Station a written statement signed in its name and behalf in substantially the following form:

To the Honorable Mayor and City Council:

The City of Bryan, Texas, for itself, its successors and assigns, hereby accepts the attached Franchise and agrees to be bound by all of its terms and provisions.

City of Bryan, Texas

By: _____

Date: _____

Section 19. SEVERABILITY.

If any provisions, section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid (or for any reason unenforceable), to the extent practicable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent of College Station in adopting this Ordinance that so long as practicable no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to this end, all provisions of this Ordinance are declared to be severable. If a modification of this Ordinance by severance of valid provisions from invalid provisions results in an ordinance that is not practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Ordinance. If the parties are unable to agree on necessary amendments or modifications within a reasonable period of time, then this Ordinance may be terminated by either party by providing thirty (30) days' written notice to the other.

Section 20. NOTICES.

Any notices required to be sent to the parties under this Franchise shall be sent to the following:

CITY OF COLLEGE STATION
City Manager
P.O. Box 9960
College Station, Texas 77842

BRYAN TEXAS UTILITIES
General Manager
P.O. Box 1000
Bryan, Texas 77805

Any such notice shall be deemed to have been served and received if: (i) delivered in person to the address set forth above; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address for notice, but until written notice of such change is deemed served and received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

Section 21. PASSAGE AND EFFECTIVE DATE.

This Franchise shall take effect and be in force from and after sixty (60) days' following its final passage and approval.

PASSED first reading this _____ day of _____, A.D. 2021.

PASSED second reading this _____ day of _____, A.D. 2021.

APPROVED this _____ day of _____, A.D. 2021.

CITY OF BRYAN

CITY OF COLLEGE STATION

By: _____
Andrew Nelson, Mayor

By: _____
Karl Mooney, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Mary Lynne Stratta, City Secretary

Tanya D. Smith, City Secretary

Date: _____

Date: _____

APPROVED:

Bryan Woods, City Manager

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Thomas A. Leeper, Interim City Attorney

Carla A. Robinson, City Attorney

Date: _____

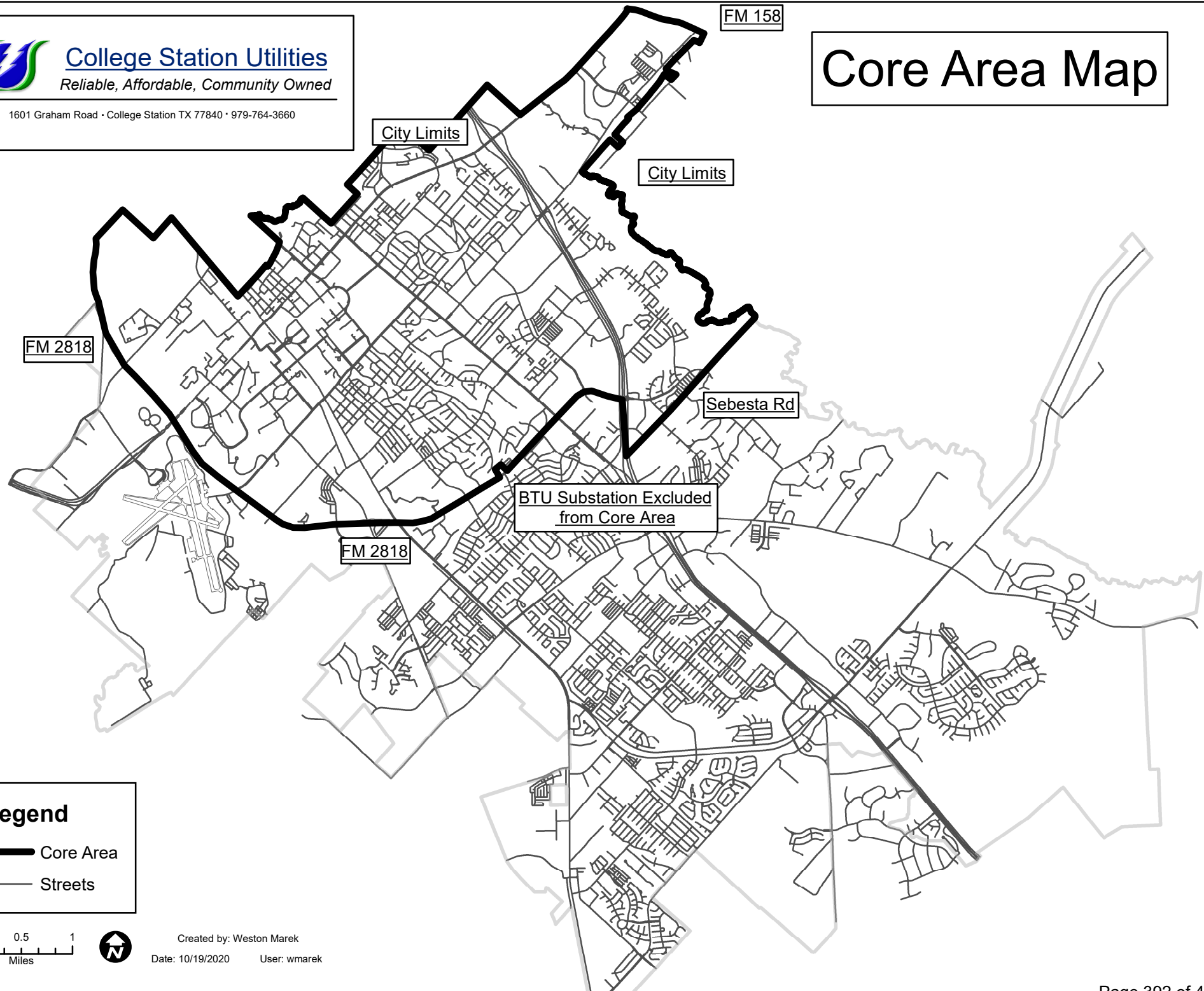
Date: _____



College Station Utilities
Reliable, Affordable, Community Owned

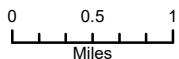
1601 Graham Road • College Station TX 77840 • 979-764-3660

Core Area Map



Legend

- Core Area
- Streets



Created by: Weston Marek
Date: 10/19/2020 User: wmarek

September 23, 2021

Item No. 7.18.

Second Amendment to Costco Property Purchase Agreement

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action approving the Second Amendment to the Property Purchase Agreement between the City of College Station and Costco Wholesale Corporation for an approximately 18.670 acre tract of land located generally near the intersection of Earl Rudder Freeway and Corporate Drive in the Midtown Business Park.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council approve the second amendment to the Property Purchase Agreement.

Summary: This amendment to the Property Purchase Agreement with Costco Wholesale Corporation extends the feasibility period to October 31, 2021, to further extend the due diligence period related to public infrastructure costs.

The first amendment to this agreement was ratified by the City Council on August 26, 2021, to extend through September 24, 2021. With this deadline approaching, both parties agree to extend an additional period to complete the review of shared costs.

City staff expect to return to Council on October 14, 2021, with a participation agreement for the development of the necessary public infrastructure.

Budget & Financial Summary: No fiscal impact to the Property Purchase Agreement.

Attachments:

1. Amendment on file with the City Secretary's Office

1. Amendment on file with the City Secretary's Office

September 23, 2021
Item No. 8.1.
Rock Prairie Rd W construction contract

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract with Larry Young Paving Inc. in the amount of \$4,992,868 for the Rock Prairie Road West Widening Project.

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 widen Rock Prairie Road West from FM 2154 to Holleman Drive from a 2 lane rural roadway to 3 lane concrete section with bike lanes and sidewalks. This includes widening the railroad crossing and improving the interconnect signal at the Rock Prairie and FM 2154 intersection. This will significantly help with the mobility and safety of this intersection. Widening the crossing and improving the gates of the existing crossing requires design and approval by Union Pacific Railroad.

The project was bid via sealed bid proposal in July 2021, RFP #21-056. Two (2) sealed proposals were submitted, and Larry Young Paving was selected as the top scoring responder.

Budget & Financial Summary: Budget in the amount of \$7,390,000 is included for this project in the Streets Capital Projects Fund. A total of \$2,074,250.55 has been expended or committed to date, leaving a balance of \$5,315,749.45 in the total project budget for this construction contract.

Attachments:

1. 21-056 Tabulation
2. Project Map



City of College Station - Purchasing Division
 Bid Tabulation for #21-056
 "Rock Prairie West Project"
 Open Date: Friday, July 23, 2021 @ 2:00 p.m.

				LARRY YOUNG PAVING, INC.		BRAZOS PAVING, INC.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS							
1	1	LS	Mobilization, construction staking, bonds and insurance as required in the specifications.	\$200,000.00	\$200,000.00	\$292,428.00	\$292,428.00
GENERAL ITEMS - TOTAL				\$200,000.00		\$292,428.00	
REMOVAL							
2	17168	SY	Mill 2" average asphalt pavement and remove 9" average base material as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$7.00	\$120,176.00	\$6.00	\$103,008.00
3	1213	SY	Remove and haul concrete pavement per plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$8.00	\$9,704.00	\$10.00	\$12,130.00
4	304	SY	Remove driveways as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$8.00	\$2,432.00	\$12.00	\$3,648.00
5	507	SY	Remove sidewalks as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$8.00	\$4,056.00	\$10.00	\$5,070.00
6	1071	LF	Remove and haul curb and gutter per plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$5.25	\$5,622.75	\$8.50	\$9,103.50
7	1618	LF	Remove miscellaneous culvert or storm sewer pipe as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$16.00	\$25,888.00	\$25.00	\$40,450.00
8	2	EA	Remove inlet as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$540.00	\$1,080.00	\$1,200.00	\$2,400.00
9	588	SY	Remove raised medians as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$8.50	\$4,998.00	\$20.00	\$11,760.00
10	34	EA	Remove safety end treatment as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$250.00	\$8,500.00	\$500.00	\$17,000.00
11	1	EA	Remove light pole as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$360.00	\$360.00	\$2,750.00	\$2,750.00
12	17	EA	Remove and haul off trees per plans & specifications and dispose offsite, to include clearing and grubbing in vicinity of removals, all material, labor and equipment to complete the work.	\$370.00	\$6,290.00	\$650.00	\$11,050.00
13	83	SY	Remove and haul concrete riprap and headwall per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$8.50	\$705.50	\$20.00	\$1,660.00
14	9	SY	Remove and haul concrete flume plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$8.75	\$78.75	\$20.00	\$180.00
15	1	EA	Remove signal at Rock Prairie and Wellborn Rd (FM 2154) per plans & specifications, to include all material, labor and equipment to complete the work.	\$3,700.00	\$3,700.00	\$8,800.00	\$8,800.00
16	25	EA	Remove signs, posts, and concrete foundations per plans & specifications, to include all material, labor and equipment to complete the work.	\$91.50	\$2,287.50	\$82.50	\$2,062.50
17	38	LF	Remove and replace wooden fence with steel posts as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$45.00	\$1,710.00	\$60.00	\$2,280.00
18	130	LF	As needed, remove abandoned 12" PVC water line and backfill and compact with cement stabilized sand per plans & specifications and dispose of offsite, or cap and grout where applicable, to include all material, labor and equipment to complete the work.	\$12.00	\$1,560.00	\$40.00	\$5,200.00
19	1262	LF	Remove pavement markings per plans & specifications, to include all material, labor and equipment to complete the work.	\$0.55	\$694.10	\$0.51	\$643.62
20	17	EA	Remove reflective pavement markers TY I-C per plans & specifications, to include all material, labor and equipment to complete the work.	\$1.25	\$21.25	\$1.10	\$18.70



City of College Station - Purchasing Division
 Bid Tabulation for #21-056
 "Rock Prairie West Project"
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				LARRY YOUNG PAVING, INC.		BRAZOS PAVING, INC.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
21	4	EA	Remove pavement markings (Arrow) per plans & specifications, to include all material, labor and equipment to complete the work.	\$42.50	\$170.00	\$38.50	\$154.00
22	5	EA	Remove pavement markings (Word) per plans & specifications, to include all material, labor and equipment to complete the work.	\$47.00	\$235.00	\$38.50	\$192.50
23	560	LF	As needed, clear and grub shrubs within Rock Prairie ROW to include all materials, labor and equipment to complete the work, complete and in place.	\$8.00	\$4,480.00	\$15.00	\$8,400.00
24	5000	CY	As needed, remove and replace unsuitable soils with select fill to include all material, labor and equipment to complete the work. Limits of removal and replacement soil to be approved by Engineer prior to initiating work.	\$1.00	\$5,000.00	\$42.00	\$210,000.00
REMOVAL - TOTAL				\$209,748.85		\$457,960.82	
ROADWAY & EARTHWORK							
25	10319	CY	Excavation of material in roadway to meet design grades including hauling, stockpiling, and disposing of excess, to include all material, labor and equipment to complete the work.	\$7.25	\$74,812.75	\$12.50	\$128,987.50
26	4309	CY	Haul in and place select fill material in roadway, condition and compact to design standards, to include all material, labor and equipment to complete the work.	\$13.50	\$58,171.50	\$16.00	\$68,944.00
27	30827	SY	Install 10" thick jointed reinforced concrete pavement (JRCP) with monolithic curb, as shown on plans & specifications, including all materials, labor and equipment to complete the work complete and in-place.	\$56.00	\$1,726,312.00	\$70.20	\$2,164,055.40
28	24078	SY	Install 8" thick lime treated (6%) and compacted subgrade, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of lime.)	\$4.25	\$102,331.50	\$3.00	\$72,234.00
29	10319	SY	Install 8" thick cement (5%) treated and compacted subgrade, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of cement.)	\$3.25	\$33,536.75	\$3.00	\$30,957.00
30	748	SY	Install 4" thick HMA, Type D, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$27.50	\$20,570.00	\$25.00	\$18,700.00
31	901	SY	Install 6" thick HMA, Type B, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$37.50	\$33,787.50	\$32.00	\$28,832.00
32	139	SY	Install 7" thick HMA, Type D, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$54.50	\$7,575.50	\$36.00	\$5,004.00
33	631	SY	Install 6" thick lime (6%) treated and compacted subgrade, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of lime.)	\$19.00	\$11,989.00	\$6.50	\$4,101.50
34	270	SY	Install 6" thick cement (5%) treated and compacted subgrade, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of cement.)	\$19.00	\$5,130.00	\$6.50	\$1,755.00
35	491	TON	Lime for stabilization of subgrade.	\$160.00	\$78,560.00	\$200.00	\$98,200.00
36	180	TON	Cement for stabilization of subgrade.	\$180.00	\$32,400.00	\$225.00	\$40,500.00
37	111	SY	Install concrete repair section as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$49.00	\$5,439.00	\$108.00	\$11,988.00
38	150	SY	Install cement stabilized sand for concrete repair section as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$19.00	\$2,850.00	\$20.00	\$3,000.00
39	689	LF	Install typical combined curb & gutter (ST1-01) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$25.50	\$17,569.50	\$24.00	\$16,536.00
40	113	LF	Install dowelled in curbs (ST1-02) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$9.00	\$1,017.00	\$10.00	\$1,130.00



City of College Station - Purchasing Division
Bid Tabulation for #21-056
"Rock Prairie West Project"
Open Date: Friday, July 23, 2021 @ 2:00 p.m.

				LARRY YOUNG PAVING, INC.		BRAZOS PAVING, INC.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
41	1228	SY	Install raised colored and stamped concrete medians including concrete, sub-base, and curb as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$61.00	\$74,908.00	\$126.00	\$154,728.00
42	1336	SY	Install high early strength concrete intersections as shown on plans & specifications, to include 8" thick chemically treated and compacted subgrade, all materials, labor and equipment to complete the work, complete and in-place.	\$62.50	\$83,500.00	\$107.00	\$142,952.00
43	907	SY	Install 6" thick concrete driveways as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$44.50	\$40,361.50	\$72.00	\$65,304.00
44	18	CY	Install 6" thick protective reinforced concrete slab as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$700.00	\$12,600.00	\$250.00	\$4,500.00
45	7164	SY	Install 6" thick concrete sidewalk as shown on plans & specifications, to include adjustments of water meters, water valves, manholes, irrigation systems, public or private utilities, all materials, labor and equipment to complete the work, complete and in-place.	\$38.00	\$272,232.00	\$50.00	\$358,200.00
46	80	SY	Install 6" thick concrete sidewalk (Special) (Type A) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$120.00	\$9,600.00	\$150.00	\$12,000.00
47	3	EA	Install 16' Type 1 Gate (TxDOT WF (2)-10) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$1,500.00	\$4,500.00	\$3,000.00	\$9,000.00
48	18	EA	Install 8' ADA concrete ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$680.00	\$12,240.00	\$1,050.00	\$18,900.00
49	13	EA	Install 10' ADA concrete ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$780.00	\$10,140.00	\$1,200.00	\$15,600.00
50	280	LF	Install pedestrian handrail (SW1-01) with black powder coating as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$170.00	\$47,600.00	\$225.00	\$63,000.00
51	247	LF	Install 36" pedestrian handrail (SW1-01 MOD) with black powder coating for railroad maze fence as shown on plans & specifications, to include reflectorized markings, all materials, labor and equipment to complete the work, complete and in-place.	\$160.00	\$39,520.00	\$200.00	\$49,400.00
ROADWORK & EARTHWORK - TOTAL				\$2,819,253.50		\$3,588,508.40	
DRAINAGE							
52	44	LF	Furnish and Install 6" diameter PVC pipe with fittings and structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$27.50	\$1,210.00	\$50.00	\$2,200.00
53	586	LF	Furnish and Install 18" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$67.50	\$39,555.00	\$68.00	\$39,848.00
54	419	LF	Furnish and Install 18" diameter reinforced concrete pipe, Class IV, tongue and groove, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$74.00	\$31,006.00	\$74.50	\$31,215.50
55	1341	LF	Furnish and Install 24" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$72.50	\$97,222.50	\$86.00	\$115,326.00
56	57	LF	Furnish and Install 24" diameter reinforced concrete pipe, Class IV, tongue and groove, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$77.00	\$4,389.00	\$88.50	\$5,044.50
57	1516	LF	Furnish and Install 3' x 2' reinforced concrete box including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$310.00	\$469,960.00	\$375.00	\$568,500.00



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				LARRY YOUNG PAVING, INC.		BRAZOS PAVING, INC.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
58	58	LF	Furnish and Install 1-5' x 2' x 58' reinforced concrete box culvert (Type IV, Traffic Rated) including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$650.00	\$37,700.00	\$750.00	\$43,500.00
59	87	LF	Furnish and Install 1-4' x 2' x 87' reinforced concrete box culvert (Type III - Traffic Rated) including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$440.00	\$38,280.00	\$550.00	\$47,850.00
60	16	EA	Furnish and Install 5' curb inlet structures, all depths, including (13) extension(s), ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$5,500.00	\$88,000.00	\$5,200.00	\$83,200.00
61	2	EA	Furnish and Install 10' full depth curb inlet structures, all depths, including ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$5,200.00	\$10,400.00	\$5,800.00	\$11,600.00
62	1	EA	Furnish and Install 10' open back full depth curb inlet structure, all depths, including ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$5,900.00	\$5,900.00	\$6,200.00	\$6,200.00
63	4	EA	Furnish and Install 5' open back curb inlet structures, all depths, including (1) extension(s), ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$4,200.00	\$16,800.00	\$5,500.00	\$22,000.00
64	1	EA	Furnish and Install 5' curb inlet (top only) structure including (2) extension(s), ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$1,700.00	\$1,700.00	\$4,000.00	\$4,000.00
65	2	EA	Furnish and Install 3' x 3' grate (bicycle proof) inlet as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$4,300.00	\$8,600.00	\$5,250.00	\$10,500.00
66	4	EA	Furnish and Install 3' x 3' junction box with structural backfill, all depths, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$4,000.00	\$16,000.00	\$5,000.00	\$20,000.00
67	1	EA	Furnish and Install 5' x 5' junction box with structural backfill, all depths, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$4,200.00	\$4,200.00	\$5,200.00	\$5,200.00
68	1	EA	Furnish and Install 5' x 5' open back junction box with structural backfill, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$4,200.00	\$4,200.00	\$5,300.00	\$5,300.00
69	2	EA	Furnish and Install 5' x 2' sidewalk drainage trench with structural backfill, as shown on plans & specifications, to include 12" PVC (EST 11 LF), all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$2,800.00	\$5,600.00	\$4,850.00	\$9,700.00
70	5	EA	Furnish and Install sidewalk trench grate (SW3-02), as shown on plans & specifications, to include all materials, Neenah grate, labor and equipment to complete the work, complete and in place.	\$2,700.00	\$13,500.00	\$1,600.00	\$8,000.00
71	3	EA	Furnish and Install concrete headwall and parallel wingwall assemblies (PW-1) (HW=5 FT), as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$13,000.00	\$39,000.00	\$8,000.00	\$24,000.00
72	13	CY	Furnish and Install 6" thick concrete flume as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$280.00	\$3,640.00	\$350.00	\$4,550.00
73	28	CY	Furnish and Install 6" thick concrete riprap and aprons as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$280.00	\$7,840.00	\$325.00	\$9,100.00



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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
74	24	CY	Furnish and Install 6"-9" thick common stone riprap with grout as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$110.00	\$2,640.00	\$285.00	\$6,840.00
75	9	EA	Furnish and Install safety end treatment, all sizes and slopes, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$990.00	\$8,910.00	\$2,500.00	\$22,500.00
76	1	LS	Trench Safety	\$1,800.00	\$1,800.00	\$1.50	\$1.50
DRAINAGE - TOTAL				\$958,052.50		\$1,106,175.50	
EROSION CONTROL							
77	1	LS	File notice of intent and storm water pollution prevention plan with TCEQ, maintain and post all project information and keep records and report to inspector and engineer.	\$9,900.00	\$9,900.00	\$500.00	\$500.00
78	1	LS	Furnish, install, maintain continuously and remove sediment devices including temporary seeding, sediment control fencing (EST 5701 LF), inlet protection, construction entrance and exits, rock filter dams, hay bales, watering and other sediment control devices as shown on plans & specifications, complete and in place.	\$20,000.00	\$20,000.00	\$17,103.00	\$17,103.00
79	9337	SY	Hydro mulch disturbed areas including smoothing, 4" topsoil, grading, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete and in place.	\$0.30	\$2,801.10	\$4.50	\$42,016.50
80	3317	SY	Block sod disturbed areas including smoothing, 4" topsoil, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete and in place.	\$3.50	\$11,609.50	\$9.35	\$31,013.95
81	1	LS	Furnish a licensed arborist and provide tree protection (9 Trees), to include but not limited to: protection fencing, root pruning, fertilization, and tree clearance pruning as shown on plans & specifications and as directed by the Arborist, complete and in place.	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
EROSION CONTROL - TOTAL				\$59,310.60		\$102,633.45	
SIGNAGE, PAVEMENT MARKINGS, STRIPING & TCP							
82	1	LS	Furnish and Install all reflective pavement markings, sealer, arrows, symbols and preparation as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$50,000.00	\$50,000.00	\$44,895.00	\$44,895.00
83	46	EA	Furnish and Install all sign assemblies as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$540.00	\$24,840.00	\$594.00	\$27,324.00
84	1	EA	Relocate sign assembly as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$500.00	\$500.00	\$550.00	\$550.00
85	1	LS	Furnish and Install and remove all traffic control devices (TCP) to incl: All striping, barricades, temporary signage, (4) portable changeable message boards for temporary four way stops, cut and restore pavement, provide temporary paving, temporary curbing, and level-ups and all other temporary facilities required for the TCP as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$230,000.00	\$230,000.00	\$209,528.00	\$209,528.00
86	2	EA	Modify signal phasing and timing at signalized intersections (Rock Prairie Road West & Holleman Dr. and Rock Prairie Road West & Wellborn Rd - FM 2154) to work with all steps in the traffic control plan, to be performed by a qualified sub-consultant. Develop phasing and timing plan, to be submitted to the City Project Manager and Engineer for approval. This shall include coordination, materials, labor and equipment to complete the work, complete and in place.	\$1,900.00	\$3,800.00	\$5,500.00	\$11,000.00
SIGNAGE, PAVEMENT MARKINGS, STRIPING & TCP - TOTAL				\$309,140.00		\$293,297.00	



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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SIGNALIZATION & ILLUMINATION							
87	1	EA	Furnish and install "P" Style NEMA Traffic Cabinet (PT-P44168TS2-1-CS) w/Det. Rack, Loadswitches, EDI Conflict Monitor (MMU-16LEip w/ Ethernet Port) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$18,000.00	\$18,000.00	\$16,500.00	\$16,500.00
88	1	EA	Furnish and install Siemens M60 Nema Linux Controller# 8132-0000-099 (Includes large screen and USB Port) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$3,200.00	\$3,200.00	\$3,850.00	\$3,850.00
89	1	EA	Furnish and install Comnet Managed Ethernet Switch (16) w/fiber SFP Modules as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$2,400.00	\$2,400.00	\$2,200.00	\$2,200.00
90	4	EA	Furnish and install 4-Section, 12-inch, LED Signal Head w/Louvered Black Aluminum Backplate (Arr-R Arr-Y Arr-Y Arr-G) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$730.00	\$2,920.00	\$1,320.00	\$5,280.00
91	10	EA	Furnish and install 3-Section, 12-inch, LED Signal Head w/Louvered Black Aluminum Backplate (R-Y-G) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$570.00	\$5,700.00	\$990.00	\$9,900.00
92	4	EA	Furnish and install Streetscape Signal Pole, 30 ft-long with Luminaire and ILSN, Bronze, Powder Finished as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$4,500.00	\$18,000.00	\$20,900.00	\$83,600.00
93	4	EA	Furnish and install 11-ft long Streetscape Pedestal Pole, Bronze, Powder Finished over Galvanized Steel w/ Flanged Base and Pole Collars as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1,500.00	\$6,000.00	\$2,200.00	\$8,800.00
94	2	EA	Furnish and install Streetscape Mast Arm, 48 ft-long, Bronze, Powder Finished Over Galvanized Steel w/Flanged Base as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$13,000.00	\$26,000.00	\$9,240.00	\$18,480.00
95	1	EA	Furnish and install Streetscape Mast Arm, 60 ft-long, Bronze, Powder Finished Over Galvanized Steel w/Flanged Base as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$33,000.00	\$33,000.00	\$20,900.00	\$20,900.00
96	1	EA	Furnish and install Streetscape Mast Arm, 65 ft-long, Bronze, Powder Finished Over Galvanized Steel w/Flanged Base as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$34,000.00	\$34,000.00	\$22,000.00	\$22,000.00
97	4	EA	Furnish and install Wind Damper Assembly for each mast arm as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$230.00	\$920.00	\$825.00	\$3,300.00
98	6	EA	Furnish and install 1-Section LED, 16-inch Pedestrian Countdown Signal Head, w/9" Symbol/Man (Black) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$420.00	\$2,520.00	\$688.00	\$4,128.00
99	6	EA	Furnish and install Astro-Brac Cable Mount Assy (AB-0131-1-Way Ped Assy w/84" Cable) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$170.00	\$1,020.00	\$137.50	\$825.00
100	3	EA	Furnish and install Pedestrian Push-Button Assembly (Polara Brand Bulldog) w/ Educational "Push Button To Cross Street" Sign 9"x15" R10-3eR as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$300.00	\$900.00	\$495.00	\$1,485.00
101	3	EA	Furnish and install Pedestrian Push-Button Assembly (Polara Brand Bulldog) w/ Educational "Push Button To Cross Street" Sign 9"x15" R10-3eL as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$300.00	\$900.00	\$495.00	\$1,485.00



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				LARRY YOUNG PAVING, INC.		BRAZOS PAVING, INC.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
102	4	EA	Furnish and install ATB2 LED Luminaires, w/8-ft-long Streetscape Support Arms, Bronze as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1,400.00	\$5,600.00	\$2,750.00	\$11,000.00
103	5	EA	Furnish and install Pull Boxes w/Locking Cover, Type D w/Legend "High Voltage Traffic Signal" as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$840.00	\$4,200.00	\$1,210.00	\$6,050.00
104	1	EA	Furnish and install Stainless Steel Meter Pedestal Service, 4-Terminal, 125-am, Twin-Link Connectors, for Direct Burial, including conduit to power source as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$4,400.00	\$4,400.00	\$5,500.00	\$5,500.00
105	1	EA	Furnish and install Peek Model #PB5200-17496 Battery Backup System w/ Ethernet Port, cabinet, and batteries as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$6,100.00	\$6,100.00	\$8,800.00	\$8,800.00
106	1	EA	Furnish and install Concrete Signal Controller Foundation as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1,500.00	\$1,500.00	\$6,380.00	\$6,380.00
107	2	EA	Furnish and install Signal Pole Foundation, 48-inch Diameter, 22-ft Deep as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$6,800.00	\$13,600.00	\$10,890.00	\$21,780.00
108	2	EA	Furnish and install Signal Pole Foundation, 36-inch Diameter, 13-ft Deep as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$3,400.00	\$6,800.00	\$5,005.00	\$10,010.00
109	4	EA	Furnish and install Pedestrian Pole Foundation, 24-inch Diameter, 6-ft Deep as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1,100.00	\$4,400.00	\$1,650.00	\$6,600.00
110	315	LF	Furnish and install Conduit, 2"-Diameter, Schedule 40 PVC for signalization as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$10.50	\$3,307.50	\$13.20	\$4,158.00
111	680	LF	Furnish and install Conduit, 2"-Diameter, Schedule 40 PVC Bore for signalization as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$13.00	\$8,840.00	\$22.00	\$14,960.00
112	125	LF	Furnish and install Conduit, 4"-Diameter, Schedule 40 PVC for signalization as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$20.00	\$2,500.00	\$19.80	\$2,475.00
113	575	LF	Furnish and install Conduit, 4"-Diameter, Schedule 40 PVC Bore for signalization as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$21.00	\$12,075.00	\$27.50	\$15,812.50
114	2215	LF	Furnish and install 7/C #12 AWG Stranded Signal Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1.75	\$3,876.25	\$4.40	\$9,746.00
115	1425	LF	Furnish and install 5/C #12 AWG Stranded Signal Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1.50	\$2,137.50	\$3.30	\$4,702.50
116	920	LF	Furnish and install THHN 3-1/C #12 Luminaire Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1.25	\$1,150.00	\$2.20	\$2,024.00
117	860	LF	Furnish and install THHN 3-1/C #12 Illuminated Street Name Sign Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1.25	\$1,075.00	\$2.20	\$1,892.00
118	25	LF	Furnish and install Bare Electrical Conductor #6 Wire (Stranded) for Grounding as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$2.00	\$50.00	\$2.20	\$55.00



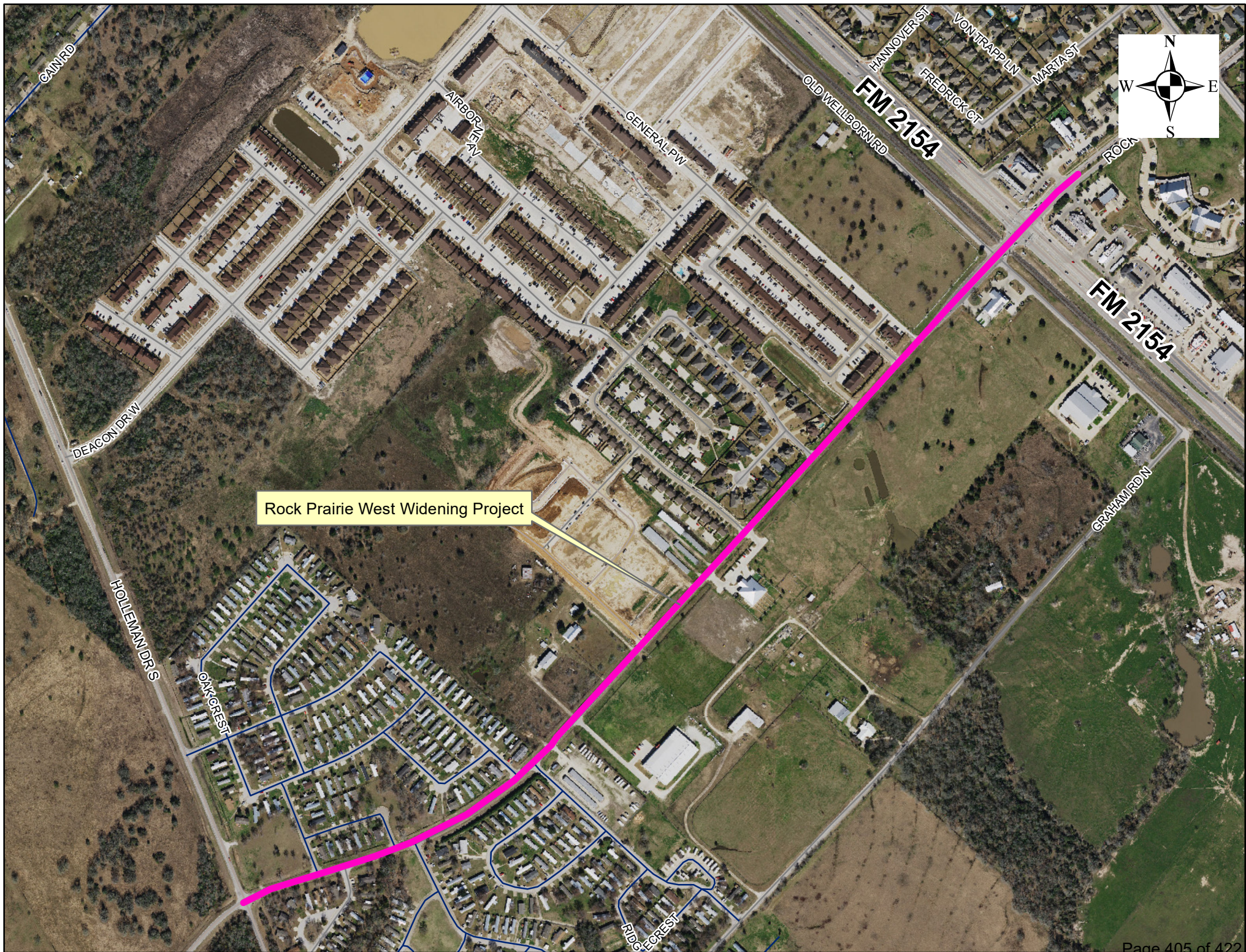
City of College Station - Purchasing Division
Bid Tabulation for #21-056
"Rock Prairie West Project"
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				LARRY YOUNG PAVING, INC.		BRAZOS PAVING, INC.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
119	1130	LF	Furnish and install Bare Electrical Conductor #8 Wire (Stranded) for Grounding as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1.75	\$1,977.50	\$1.90	\$2,147.00
120	50	LF	Furnish and install Insulated Electrical Conductor #6 Wire (Stranded) for Power as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$2.00	\$100.00	\$2.20	\$110.00
121	4	EA	Furnish and install Iteris RZ4A Advanced WDR Camera as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1,400.00	\$5,600.00	\$1,870.00	\$7,480.00
122	4	EA	Furnish and install Iteris Vantage Edge 2 Processor w/ Video Monitor and AC Surge Pane as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$2,600.00	\$10,400.00	\$2,750.00	\$11,000.00
123	1	EA	Furnish and install Iteris Edge Connect as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$3,100.00	\$3,100.00	\$2,970.00	\$2,970.00
124	1000	LF	Furnish and install Composite 8281 Coax/16 AWG power cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$2.00	\$2,000.00	\$2.20	\$2,200.00
125	1	EA	Furnish and install Pan Tilt Zoom CCTV Camera as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$4,100.00	\$4,100.00	\$7,150.00	\$7,150.00
126	75	LF	Furnish and install CAT 6 Ethernet Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1.75	\$131.25	\$3.30	\$247.50
127	4	EA	Furnish and install Priority Control System Detector (3M Opticom Model 721) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1,800.00	\$7,200.00	\$1,100.00	\$4,400.00
128	1020	LF	Furnish and install Model 138 Detector Cable (for GTT Opticom Model 721) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$2.25	\$2,295.00	\$2.20	\$2,244.00
129	1	EA	Furnish and install GTT Model 764 Multimode Phase Selector Card (Infrared) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$390.00	\$390.00	\$4,950.00	\$4,950.00
130	8	EA	Furnish and install Confirmation Lights w/ Duracell 75 Watt A19 LED bulbs, w/Power Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$190.00	\$1,520.00	\$330.00	\$2,640.00
131	1	LS	Furnish and install miscellaneous construction materials as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$1,900.00	\$1,900.00	\$17,600.00	\$17,600.00
132	190	LF	Install Fiber Optic Cable, to be provided by the City, as shown on plans & specifications, to include all materials necessary for installation, labor, and equipment to complete the work, complete and in place.	\$2.50	\$475.00	\$5.50	\$1,045.00
133	4	EA	Furnish and install "Left Turn Yield on Flashing Yellow Arrow" sign (36"x42")(R10-17T) on Signal Mast Arm (3M DG3 Material) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$320.00	\$1,280.00	\$715.00	\$2,860.00
134	2	EA	Furnish and install Internally Illuminated Street Name Sign (Rock Prairie Road), TxDOT size 8s, including mounting brackets and hardware as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$2,100.00	\$4,200.00	\$2,750.00	\$5,500.00
135	2	EA	Furnish and install Internally Illuminated Street Name Sign (Wellborn Road), TxDOT size 6s, including mounting brackets and hardware as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$2,400.00	\$4,800.00	\$3,080.00	\$6,160.00



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				LARRY YOUNG PAVING, INC.		BRAZOS PAVING, INC.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
136	16	EA	Furnish and install street light illumination assembly with bronze powder coating as shown on plans & specifications, to include foundation, pole, mast arm, luminaire, and all materials, labor, and equipment to complete the work, complete and in place.	\$4,200.00	\$67,200.00	\$8,250.00	\$132,000.00
137	3	EA	Furnish and install street light controller, as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$3,200.00	\$9,600.00	\$5,500.00	\$16,500.00
138	3680	LF	Furnish and install 2" Diameter Conduit, Schedule 40 PVC, by open cut, for illumination as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$10.00	\$36,800.00	\$16.50	\$60,720.00
139	468	LF	Furnish and install 2" Diameter Conduit, Schedule 40 PVC, by bore, for illumination as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$12.50	\$5,850.00	\$44.00	\$20,592.00
SIGNALIZATION & ILLUNINATION - TOTAL				\$408,010.00		\$645,193.50	
FIBER CONDUIT BANK							
140	434	LF	Furnish and install 4" Diameter Conduit, Schedule 40 PVC with 4-1" innerducts with low friction by open cut as shown on plans & specifications, to include polyester fiber pull tape (1800 psi tensile strength) in each innerduct, 10 AWG insulated tracer wire, 6" orange warning tape, route marker signs, and all materials, labor, and equipment to complete the work, complete and in place.	\$27.00	\$11,718.00	\$68.20	\$29,598.80
141	310	LF	Furnish and install 4" Diameter Conduit, SDR-11 HDPE with 4-1" innerducts with low friction by bore as shown on plans & specifications, to include polyester fiber pull tape (1800 psi tensile strength) in each innerduct, 10 AWG insulated tracer wire, route marker signs, and all materials, labor, and equipment to complete the work, complete and in place.	\$32.50	\$10,075.00	\$99.00	\$30,690.00
142	944	LF	Install fiber optic cable, to be provided by the City, as shown on plans & specifications, to include all materials necessary for installation, labor, and equipment to complete the work, complete and in place.	\$2.50	\$2,360.00	\$3.30	\$3,115.20
143	1	EA	Furnish and install 30" x 48" x 36" communications pull box (Type D) with lid flush to grade as shown on plans & specifications, to include 6" of pea size gravel, 8' ground rod, ground testing to 25 ohm or less, snake pit tracer box, tracer wire connection, and all materials, labor, and equipment to complete the work, complete and in place.	\$2,600.00	\$2,600.00	\$3,520.00	\$3,520.00
144	1	EA	Furnish and install 30" x 48" x 36" communications pull box (Type 1) with lid flush to grade as shown on plans & specifications, to include 6" of pea size gravel, 8' ground rod, ground testing to 25 ohm or less, snake pit tracer box, tracer wire connection, and all materials, labor, and equipment to complete the work, complete and in place.	\$2,600.00	\$2,600.00	\$4,950.00	\$4,950.00
FIBER CONDUIT BANK - TOTAL				\$29,353.00		\$71,874.00	
TOTAL BASE BID - ALL ITEMS				\$4,992,868.45		\$6,558,070.67	



Rock Prairie West Widening Project



September 23, 2021
Item No. 8.2.
Ordinance Amendment (Enmienda de Ordenanza)

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on amending Ordinance No. 2021-4281 ordering a General and Special Election to be held on November 2, 2021 for the purpose of electing City Councilmember Place 4 and City Councilmember Place 6, submitting proposed amendments to the City Charter to the voters; establishing early voting locations and polling places for this election; and making provisions for conducting the election. The amended ordinance modifies the election day voting locations for voting in the general and special election. (Presentación, posible acción y discusión sobre la modificación de la Ordenanza No. 2021-4281 ordenando que se celebren elecciones generales y especiales el 2 de noviembre de 2021 con el propósito de elegir al Miembro del Concejo Municipal Lugar 4 y el Lugar 6 del Concejo Municipal, presentando propuesta enmiendas a los Estatutos de la Ciudad para los votantes; el establecimiento de lugares de votación anticipada y lugares de votación para esta elección; y tomar las disposiciones necesarias para llevar a cabo la elección.)

Relationship to Strategic Goals:

Relación con los Objetivos Estratégicos: Good Governance (Buen Gobierno)

Recommendation(s): Recomendación(es): Staff recommends approvals (El personal recomienda la aprobación)

Summary: Resumen: Christ United Methodist Church informed the Election Administrator that their facility will not be available for November. Our Election Administrator has contacted other facilities in that area and they are either unavailable or do not have adequate parking available. There will be proper signage and a list of other locations to vote at posted at Christ United Methodist Church on Election Day. There will still be 24 other vote centers available to all citizens on Election Day, including the Graham Road Meeting and Training Facilities, which is normally not available on Election Day. (La Iglesia Metodista Unida de Cristo informó al Administrador de Elecciones que su instalación no estará disponible para noviembre. Nuestro Administrador de Elecciones se ha puesto en contacto con otras instalaciones en esa área y no están disponibles o no tienen estacionamiento adecuado disponible. Habrá la señalización adecuada y una lista de otros lugares para votar publicados en La Iglesia Metodista Unida de Cristo el día de las elecciones. Todavía habrá otros 24 centros de votación disponibles para todos los ciudadanos el día las elecciones, incluidas las instalaciones de capacitación y reuniones de Graham Road, que normalmente no están disponibles el día de las elecciones.)

Budget & Financial Summary: Presupuesto y Resumen Financiero: N/A

Attachments:

1. English - Ordinance Amending Ordinance Number 2021-4281 09 13 21
2. Spanish - Ordinance Amending Ordinance Number 2021-4281 09 13 21

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 2021-4281, ADOPTED ON AUGUST 3, 2021, IN ITS ENTIRETY; AUTHORIZING A GENERAL AND SPECIAL ELECTION TO BE HELD ON NOVEMBER 2, 2021, FOR THE PURPOSE OF ELECTING A CITY COUNCILMEMBER, PLACE 4 AND A CITY COUNCILMEMBER, PLACE 6; SUBMITTING PROPOSED AMENDMENTS TO THE CITY CHARTER TO THE QUALIFIED VOTERS OF THE CITY OF COLLEGE STATION; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION.

WHEREAS, Ordinance Number 2021-4281, adopted by the City Council of the City of College Station, Texas, on August 3, 2021, included Christ United Methodist Church, at 4201 State Highway 6, South, in College Station, as a Vote Center (polling location) for the November 2, 2021, election; and

WHEREAS, Christ United Methodist Church is no longer available as a Vote Center; and

WHEREAS, this ordinance amendment will remove Christ United Methodist Church from Section 5, of Ordinance Number 2021-4281, with all other provisions of the ordinance remaining the same, now, therefore,

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

SECTION 1. A general and special election is ordered to be held by the City of College Station (the “City”) at the various polling places and election precincts within the corporate limits of the City, as hereinafter designated, on November 2, 2021, from the hours of 7:00 a.m. to 7:00 p.m. This general and special election will be conducted jointly with Brazos County and will be administered for the City by the Brazos County Elections Administrator, but this general and special election is not a county-wide election. At this election the qualified voters of the City will elect City Councilmembers for Place 4 and 6, with each position having a term of three years. In addition, at this election, ballot propositions will be submitted to the qualified voters of the City for proposed amendments to the City Charter, in accordance with applicable provisions of the City Charter and State law.

SECTION 2. Should any candidate in the general election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general election to which no one was elected as required by Section 17 (d) of the City Charter, as amended. In the event it becomes necessary to conduct a runoff election, a runoff shall be not earlier than the 20th or later than the 45th day after the date the final canvass of the general election is completed. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 8th day and no later than the 11th day following the date of the runoff election or on the next regular business day if the 11th day falls on a Saturday, Sunday or official state holiday.

SECTION 3. The following proposed text amendments will be submitted to the qualified voters of the City at the election, in accordance with Section 9.004 of the Texas Local Government Code and Section 131 of the College Station City Charter and other applicable laws [proposed deleted text is shown with ~~strikethroughs~~ and proposed added text is underlined.]:

AMENDMENT A

Shall Article XII (General Provisions), Section 116 (Personal Interest) of the College Station City Charter be amended to read as follows?

No member of the City Council shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to, or purchase from, the City of any land, materials, supplies or services except on behalf of the City; provided, however, that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation. Any violation of this section with the knowledge express or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.

Personal Interest

Section 116. ~~Members of the City Council and officers or employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171. No member of the City Council shall have a financial interest direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested directly or indirectly in the sale to, or purchase from, the City of any land, materials, supplies or services except on behalf of the City; provided, however, that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation. Any violation of this section with the knowledge express or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.~~

AMENDMENT B

Shall Article XII (General Provisions) of the College Station City Charter be amended to add a new section requiring City Council Members to both disclose any campaign contribution in excess of \$500.00 by filing an affidavit with the City Secretary and abstain from participating in and voting on any matter before the City Council if the matter before the City Council would materially benefit the campaign contributor or any business entity in which the campaign contributor has a substantial interest?

Campaign Contributions.

The acceptance of a campaign contribution in excess of five hundred dollars (\$500.00) by any City Council Member shall create a conflict of interest based on an appearance of impropriety with regard to any matter before the City Council that would materially benefit a campaign contributor or any business entity in which the campaign contributor has a substantial interest. Campaign contributions shall include loans, offsets to expenditures, and in-kind donations. For purposes of this section, a substantial interest in a business entity shall have the same meaning for campaign contributors as set out in TEXAS LOCAL GOVERNMENT CODE § 171.002 for local public officials. It shall be the responsibility of the campaign contributor, and not the City Council Member, to identify their substantial business interests impacted by this section.

Should a conflict of interest arise under this section, the conflicted City Council Member shall recuse themselves, stating the grounds for the conflict of interest on the record by filing an affidavit with the City Secretary, withdrawing from debate on the issue, excusing themselves from the meeting room while the item is being considered, and abstaining from the vote on the

matter. The recusal requirement applies only to contributions made to the City Council Member for their current elected position and not to any prior elected positions held.

In the event a quorum cannot be obtained because of recusals pursuant to this section, abstention is not required, and the impacted City Council Members may remain in the meeting room and debate and vote on the matter as long as the nature of the conflict of interest is fully disclosed on the record.

AMENDMENT C

Shall Article III (The City Council), Section 17 (Number, Selection, Term), Subsection (d) of the College Station City Charter be amended to provide that the general election is to be held on the November uniform election date of each odd-numbered year instead of on the November uniform election date of each even-numbered year; and to provide a process to transition from even-numbered election years to odd-numbered election years?

Number, Selection, Term

Section 17.

~~(d) The following election process is established to transition from three (3) year terms to four (4) year terms to be elected at the general election held in November of even-numbered years. In 2019, the positions of Mayor and Council Member Place 2 shall be elected at the general election and shall serve three (3) year terms or until their successor has been elected and duly qualified. In 2020, the position of Council Member Place 1 shall be elected at the general election and shall serve a two (2) year term or until their successor has been elected and duly qualified. Thereafter, beginning in 2022, the positions of Mayor and Council Member Place 1 and Place 2 shall be elected at the general election and shall serve four (4) year terms or until their successor has been elected and duly qualified. In 2021, the positions of Council Member Place 4 and Place 6 shall be elected at the general election to serve three (3) year terms or until their successor has been elected and duly qualified. Thereafter, in 2024, the positions of Council Member Place 3, Place 4, Place 5 and Place 6 shall be elected at the general election to serve four (4) year terms or until their successor has been elected and duly qualified. The general election is to be held on the November uniform election date of each odd-numbered year. The following election process is established to transition from general elections held in November of even-numbered years to general elections held in November of odd-numbered years. In 2022, the positions of Mayor and Council Members Place 1 and Place 2 shall be elected at the general election held in November and shall serve three (3) year terms or until their successor has been elected and duly qualified. In 2024, the positions of Council Members Place 3, Place 4, Place 5, and Place 6 shall be elected at the general election held in November and shall serve three (3) year terms or until their successor has been elected and duly qualified. Beginning in 2025 and thereafter, the positions of Mayor and Council Members Place 1 and Place 2 shall be elected at the general election held in November and shall serve four (4) year terms or until their successor has been elected and duly qualified. Beginning in 2027 and thereafter, Council Members Place 3, Place 4, Place 5, and Place 6 shall be elected at the general election held in November and shall serve four (4) year terms or until their successor has been elected and duly qualified.~~

SECTION 4. The ballots for the City election will conform to the requirements of the Texas Election Code, and will have the measures described in Section 3 of this Ordinance stated as propositions as follows:

PROPOSITION A

FOR/AGAINST

Shall Article XII (General Provisions), Section 116 (Personal Interest) of the College Station City Charter be amended to read as follows?

No member of the City Council shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to, or purchase from, the City of any land, materials, supplies or services except on behalf of the City; provided, however, that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation. Any violation of this section with the knowledge express or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.

PROPOSITION B

FOR/AGAINST

Shall Article XII (General Provisions) of the College Station City Charter be amended to add a new section requiring City Council Members to both disclose any campaign contribution in excess of \$500.00 by filing an affidavit with the City Secretary and abstain from participating in and voting on any matter before the City Council if the matter before the City Council would materially benefit the campaign contributor or any business entity in which the campaign contributor has a substantial interest?

PROPOSITION C

FOR/AGAINST

Shall Article III (The City Council), Section 17 (Number, Selection, Term), Subsection (d) of the College Station City Charter be amended to provide that the general election is to be held on the November uniform election date of each odd-numbered year instead of on the November uniform election date of each even-numbered year; and to provide a process to transition from even-numbered election years to odd-numbered election years?

SECTION 5. The Vote Centers (polling locations) for College Station for this election shall be as follows:

Vote Centers	Vote Centers
Arena Hall 2906 Tabor Road Bryan, Texas	Church of the Nazarene 2122 E William J Bryan Pkwy Bryan, Texas
Lincoln Center 1000 Eleanor College Station, Texas	Castle Heights Baptist Church 4504 E. Hwy 21 Bryan, Texas
Memorial Student Center (MSC) Texas A&M Campus, Room L526 College Station, Texas	First Baptist Church - Bryan 3100 Cambridge Drive Bryan, Texas
College Station ISD Administration Building 1812 Welsh College Station, Texas	Living Hope Baptist Church 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church 2001 East Villa Maria Road Bryan, Texas
Bob & Wanda Meyer Senior & Comm. Center 2275 Dartmouth St. College Station, Texas	A&M Church of Christ 2475 Earl Rudder Fwy S. College Station, Texas
Wellborn Baptist Church 14575 FM 2154 Rd College Station, Texas	Fellowship Freewill Baptist Church 1228 W. Villa Maria Road Bryan, Texas
Zion Church of Kurten 977 N. FM 2038 Kurten, Texas	College Station Utilities Meeting & Training Facility 1603 Graham Road College Station, Texas
Millican Community Center 22284 Pierce Street Millican, Texas	Galilee Baptist Church 804 N. Logan Bryan, Texas
Brazos County Elections Admin 300 East Wm. J. Bryan Pkwy, Suite100 Bryan, Texas	Texas A&M College of Medicine 8447 Riverside Parkway Bryan, Texas
Bryan Ballroom 701 Palasota Dr. Bryan, Texas	College Heights Assembly of God 4100 Old College Rd. Bryan, Texas
St. Francis Episcopal Church 1101 Rock Prairie Rd College Station, Texas	Brazos Center 3232 Briarcrest Drive Bryan, Texas

SECTION 6. Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the general and special election shall be October 18 through October 29, 2021. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the Brazos County Elections Administrator. She shall determine the number of election workers to be hired and arrange for training of all election workers. Early voting by personal appearance for the general and special election shall be

conducted jointly at the locations and on the following dates and times specified by the Brazos County Elections Administrator:

Main Voting Location - Brazos County Administration Office – 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas
Arena Hall – 2906 Tabor Road, Bryan, Texas
Galilee Baptist Church – 804 N. Logan, Bryan, Texas
College Station Utilities Meeting & Training Facility – 1603 Graham Road, College Station, Texas
Memorial Student Center (MSC) – Texas A&M University, Room L526, College Station, Texas

October 18 – October 22 8:00 am – 5:00 pm
(Monday – Friday)

October 23 8:00 am – 5:00 pm
(Saturday)

October 25 – October 27 8:00 am – 5:00 pm
(Monday - Wednesday)

October 28 – October 29 7:00 am – 7:00 pm
(Thursday - Friday)

SECTION 7. Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 300 E. William J Bryan, Suite 100, Bryan, Texas, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

SECTION 8. All early votes and other votes to be processed in accordance with early voting procedures pursuant to the Texas Election Code shall be delivered to the Early Voting Ballot Board at the Brazos County Election Administrator's office. Early votes shall be counted at the central counting station. The Early Voting Ballot Board shall perform in accordance with applicable provisions of the Election Code.

SECTION 9. A Direct Record Electronic ("DRE") System, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for all early voting as well as for all precinct voting conducted on Election Day. The Brazos County Elections Administrator will appoint a programmer, who shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in each of the various precincts on Election Day. The central counting station is established as the Brazos County Election Administrator's Office, 300 E. William J Bryan, Suite 100, Bryan.

SECTION 10. The Brazos County Elections Administrator will appoint the Early Voting Ballot Board, a Presiding Judge of the Central Counting Station, a Tabulation Supervisor of the Central Counting Station, and a Central Counting Station Manager, which can be contacted at thancock@brazoscountytexas.gov.

SECTION 11. The election will be held in accordance with the provisions of the Charter and Ordinances of the City of College Station and the laws of the State of Texas.

SECTION 12. Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in College Station on or after October 6, 2021, and on or before October 13, 2021, and will be posted on the bulletin board at City Hall on or before September 27, 2021.

SECTION 13. A writ of election as required by the Texas Election Code will be delivered on or before October 18, 2021, by the Brazos County Elections Administrator to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

SECTION 14. Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with Subchapter D of Chapter 127 of the Texas Election Code.

SECTION 15. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 16. That this ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of College Station this 23rd day of September, 2021.

CITY OF COLLEGE STATION:

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

APPROVED AS TO FORM:

Carla A. Robinson, City Attorney

ORDINANCE NO. _____

UNA ORDENANZA QUE MODIFICA LA ORDENANZA NÚMERO 2021-4281, ADOPTADA EL 3 DE AGOSTO DE 2021, EN SU TOTALIDAD; AUTORIZANDO LAS ELECCIONES GENERALES Y ESPECIALES QUE SE REALIZARÁ EL 2 DE NOVIEMBRE DE 2021, CON EL PROPÓSITO DE ELEGIR A UN MIEMBRO DEL CONSEJO DE LA CIUDAD PARA EL PUESTO NÚMERO 4, UN MIEMBRO DEL CONSEJO DE LA CIUDAD PARA EL PUESTO NÚMERO 6; Y PARA PRESENTARLES A LOS VOTANTES CALIFICADOS DE LA CIUDAD DE COLLEGE STATION LAS ENMIENDAS PROPUESTAS A LA ESCRITURA DE CONSTITUCIÓN; ESTABLECIENDO LOS CENTROS DE VOTACIONES TEMPRANAS Y SITIOS DE VOTACIONES PARA ESTAS ELECCIONES; Y HACIENDO PROVISIONES PARA REALIZAR LAS ELECCIONES

POR CUANTO, la Ordenanza Número 2021-4281, adoptada por el Consejo Municipal de la Cuidad de College Station, Texas, el 3 de agosto de 2021, incluyó la Iglesia Metodista Unida de Cristo, en 4201 State Highway South, en College Station, como un Centro de Votación (lugar de votación) para las elecciones del 2 de noviembre de 2021; y

POR CUANTO, la Iglesia Metodista Unida de Cristo ya no es disponible como centro de votación; y

POR CUANTO, esta enmienda a la ordenanza eliminará a la Iglesia Metodista Unida de Cristo de la Sección 5, de la Ordenanza Número 2021-4281, y todas las demás disposiciones de la ordenanza seguirán siendo las mismas, ahora, por lo tanto,

SE ORDENE POR EL AYUNTAMIENTO DE LA ESTACIÓN DE LA CIUDAD DE COLLEGE:

SECCIÓN 1. Se ordenan elecciones generales y especiales a celebrarse para la Ciudad de College Station (la “Ciudad”) en los diferentes centros de votaciones y distritos electorales dentro de los límites corporativos de la Ciudad, como se designa en este documento, el 2 de noviembre de 2021 de las 7:00 a.m. a las 7:00 p.m. Estas elecciones generales y especiales se celebrarán conjuntamente con el Condado de Brazos, y serán administradas para la Ciudad por el Administrador de Elecciones del Condado de Brazos; pero estas elecciones generales y especiales no serán elecciones para todo el condado. En estas elecciones, los votantes calificados de la Ciudad elegirán Miembro del Consejo de la Ciudad para el Puesto número 4 y 6, con un término de tres años para cada puesto. Además, en estas elecciones, se presentarán boletas a los votantes calificados de la Ciudad para las enmiendas propuestas a la Escritura de Constitución de la Ciudad de acuerdo con las provisiones aplicables de la Escritura de Constitución y de la ley del Estado.

SECCIÓN 2. Si algún candidato en las elecciones generales no recibiese una mayoría de votos, entonces en esa ocasión se ordenarán elecciones de segunda vuelta para cada puesto en las elecciones generales en las cuales nadie fue elegido como se requiere en la Sección 17 (d) de la Escritura de Constitución de la Ciudad, según la enmienda. En caso fuese necesario realizar elecciones de segunda vuelta, éstas no se celebrarán antes de 20 días ni más de 45 días después de la fecha de completar el sondeo final de las elecciones generales. El escrutinio de los votos de las elecciones de segunda vuelta, si fuese necesario, no se podrán realizar antes del 8º día ni pasarse del 11º día después de la fecha de las elecciones de segunda vuelta o en el siguiente día laboral si el 11º día cae en sábado, domingo o feriado oficial del estado

SECCIÓN 3. El siguiente texto propuesto de enmienda les será presentado a los votantes calificados de la Ciudad en las elecciones, de acuerdo con la Sección 9.004 del Código de Gobierno Local de Texas y la Sección 131 de la Escritura de Constitución de la Ciudad de College Station y otras leyes aplicables [el texto propuesto borrado se muestra con ~~tachado con una línea~~ y el texto propuesto para agregar se muestra subrayado.]:

ENMIENDA A

¿Deberá el Artículo XII (Provisiones Generales), Sección 116 (Intereses Personales) de la Escritura de Constitución de la Ciudad de College Station, ser enmendado para que se lea como sigue?

Ningún miembro del Consejo de la Ciudad podrá tener intereses financieros, directos o indirectos, o por razón de poseer acciones en cualquier corporación, en cualquier contrato con la Ciudad, o tener intereses financieros, directos o indirectos, en la compra o en la venta de propiedad, materiales o servicios de la Ciudad, excepto por parte de la Ciudad; a pesar de ello, las provisiones de esta sección solamente serán aplicables cuando las acciones que posea el miembro del Consejo de la Ciudad excedan al uno por ciento (1%) del capital total de las acciones de la corporación. El Consejo de la Ciudad o el Administrador municipal anulará el contrato al violar esta sección, con el conocimiento explícito o implícito de la persona o corporación contratando con la Ciudad.

Personal Interest

Sección 116. Ningún miembro del Consejo de la Ciudad podrá tener intereses financieros, directos o indirectos, o por razón de poseer acciones en cualquier corporación, en cualquier contrato con la Ciudad, o tener intereses financieros, directos o indirectos, en la compra o en la venta de propiedad, materiales o servicios de la Ciudad, excepto por parte de la Ciudad; a pesar de ello, las provisiones de esta sección solamente serán aplicables cuando las acciones que posea el miembro del Consejo de la Ciudad excedan al uno por ciento (1%) del capital total de las acciones de la corporación. El Consejo de la Ciudad o el Administrador municipal anulará el contrato al violar esta sección, con el conocimiento explícito o implícito de la persona o corporación contratando con la Ciudad.

ENMIENDA B

¿Deberá el Artículo XII (Provisiones Generales), de la Escritura de Constitución de la Ciudad de College Station, ser enmendado para agregar una nueva sección que requiera que los Miembros del Consejo de la Ciudad deban divulgar cualquier contribución de campaña que exceda \$500.00 al entregar una declaración jurada al Secretario de la Ciudad y abstenerse de participar y votar sobre cualquier asunto presentada ante el Consejo de la Ciudad si el asunto ante el Consejo de la Ciudad le beneficiaría al donante de la campaña o a cualquier entidad comercial en el cual el donante de la campaña tenga un interés sustancial?

Contribuciones de Campaña.

La aceptación de una contribución de campaña que exceda los quinientos dólares (\$500.00) por cualquier Miembro del Consejo de la Ciudad creará un conflicto de intereses basado en la apariencia de ser deshonesto en relación al asunto ante el Consejo de la Ciudad que le beneficiaría materialmente al donante de campaña o a cualquier entidad comercial en el cual el donante de la campaña tenga un interés sustancial. Las contribuciones de campaña incluirán préstamos, contrarrestos de gastos, y donaciones en especie. Para propósitos de esta sección, un interés sustancial en una entidad comercial tendrá el mismo significado para los donantes de campaña como lo indica el CÓDIGO DE GOBIERNO LOCAL DE TEXAS § 171.002 para funcionarios

públicos. Será la responsabilidad del donante de contribuciones y no del Miembro del Consejo de la Ciudad identificar el interés comercial sustancial afectado por esta sección.

Si sucede un conflicto de intereses bajo esta sección, el Miembro del Consejo de la Ciudad afectado se recusará, indicando oficialmente el motivo del conflicto de intereses al entregar una declaración jurada al Secretario de la Ciudad, retirándose del debate sobre ese asunto, escusándose del salón de la reunión mientras se considera el asunto y absteniéndose de votar sobre el asunto mencionado. Recusarse aplica solamente a las contribuciones realizadas hacia el Miembro del Consejo de la Ciudad en el puesto electo actual y no aplica a puestos elegidos con anterioridad.

En caso no se obtenga un quórum debido a recusaciones conforme esta sección, entonces no se requerirá la abstención y el Miembro del Consejo de la Ciudad afectado podrá permanecer en el salón de la reunión y discutir y votar sobre el conflicto de intereses, siempre y cuando se divulgue oficialmente y en su totalidad la naturaleza del asunto.

ENMIENDA C

¿Deberá el Artículo III (El Consejo de la Ciudad), Sección 17 (Número, Selección, Término), Subsección (d) de la Escritura de Constitución de la Ciudad de College Station ser enmendado para indicar que las elecciones generales se celebren en la fecha de elecciones uniforme de Noviembre de cada año impar en vez de la fecha de elecciones uniforme de Noviembre de cada año par; y para proporcionar un proceso de transición de años de elecciones pares a años de elecciones impares?

Número, Selección, Término Section 17.

(d) Las elecciones generales se celebran en la fecha de elecciones uniforme de noviembre de cada año impar. El siguiente proceso de elecciones se establece para realizar la transición de elecciones generales celebradas en Noviembre de años pares a elecciones generales celebradas en Noviembre de años impares. En el 2022, los puestos de Alcalde y Miembro del Consejo Puesto números 1 y Puesto número 2 se elegirán en las elecciones generales celebradas en Noviembre y servirán términos de tres (3) años o hasta que su sucesor haya sido electo y debidamente calificado. En el 2024, los puestos de Miembros del Consejo Puesto 3, Puesto 4, Puesto 5 y Puesto 6 serán elegidos en las elecciones generales celebradas en noviembre y servirán términos de tres (3) años o hasta que su sucesor haya sido electo y debidamente calificado. Comenzando en el 2025 y en años subsiguientes, los puestos de Alcalde y Miembro del Consejo Puesto números 1 y Puesto número 2 se elegirán en las elecciones generales celebradas en noviembre y servirán términos de cuatro (4) años o hasta que su sucesor haya sido electo y debidamente calificado. Comenzando en el 2027 y en años subsiguientes, los puestos de Miembros del Consejo Puesto 3, Puesto 4, Puesto 5 y Puesto 6 serán elegidos en las elecciones generales celebradas en noviembre y servirán términos de cuatro (4) años o hasta que su sucesor haya sido electo y debidamente calificado.

SECCIÓN 4. Las boletas de elecciones para la Ciudad se conformarán a los requisitos del Código de Elecciones de Texas, y contendrán las medidas descritas en la Sección 3 de esta Ordenanza indicados como propuestas como sigue:

PROPUESTA A

A FAVOR/EN CONTRA

¿Deberá el Artículo XII (Provisiones Generales), Sección 116 (Intereses Personales) de la Escritura de Constitución de la Ciudad de College Station, ser enmendado para que se lea como sigue?

Ningún miembro del Consejo de la Ciudad podrá tener intereses financieros, directos o indirectos, o por razón de poseer acciones en cualquier corporación, en cualquier contrato con la Ciudad, o tener intereses financieros, directos o indirectos, en la compra o en la venta de propiedad, materiales o servicios de la Ciudad, excepto por parte de la Ciudad; a pesar de ello, las provisiones de esta sección solamente serán aplicables cuando las acciones que posea el miembro del Consejo de la Ciudad excedan al uno por ciento (1%) del capital total de las acciones de la corporación. El Consejo de la Ciudad o el Administrador municipal anulará el contrato al violar esta sección, con el conocimiento explícito o implícito de la persona o corporación contratando con la Ciudad.

PROPUESTA B

A FAVOR/EN CONTRA

¿Deberá el Artículo XII (Provisiones Generales), de la Escritura de Constitución de la Ciudad de College Station, ser enmendado para agregar una nueva sección que requiera que los Miembros del Consejo de la Ciudad deban divulgar cualquier contribución de campaña que exceda \$500.00 al entregar una declaración jurada al Secretario de la Ciudad y abstenerse de participar y votar sobre cualquier asunto presentada ante el Consejo de la Ciudad si el asunto ante el Consejo de la Ciudad le beneficiaría al donante de la campaña o a cualquier entidad comercial en el cual el donante de la campaña tenga un interés sustancial?

PROPUESTA C

A FAVOR/EN CONTRA

¿Deberá el Artículo III (El Consejo de la Ciudad), Sección 17 (Número, Selección, Término), Subsección (d) de la Escritura de Constitución de la Ciudad de College Station ser enmendado para indicar que las elecciones generales se celebren en la fecha de elecciones uniforme de noviembre de cada año impar en vez de la fecha de elecciones uniforme de noviembre de cada año par; y para proporcionar un proceso de transición de años de elecciones pares a años de elecciones impares?

SECCIÓN 5. Los Centros de Votaciones (sitios de votaciones) para College Station para estas elecciones serán las siguientes

Centros de Votaciones	Centros de Votaciones
Arena Hall [Salón Arena] 2906 Tabor Road Bryan, Texas	Church of the Nazarene [Iglesia del Nazareno] 2122 E William J Bryan Pkwy Bryan, Texas
Lincoln Center [Centro Lincoln] 1000 Eleanor College Station, Texas	Castle Heights Baptist Church [Iglesia Bautista Castle Heights] 4504 E. Hwy 21 Bryan, Texas
Memorial Student Center (MSC) [Centro Conmemorativo Estudiantil] Texas A&M Campus, Room L526 College Station, Texas	First Baptist Church - Bryan [Iglesia Bautista First Baptist en Bryan] 3100 Cambridge Drive Bryan, Texas
College Station ISD Administration Building [Edificio Administrativo del Distrito Escolar Independiente de College Station] 1812 Welsh College Station, Texas	Living Hope Baptist Church [Iglesia Bautista Living Hope] 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church [Iglesia Bautista Parkway] 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church [Iglesia Bautista Beacon] 2001 East Villa Maria Road Bryan, Texas
Bob & Wanda Meyer Senior & Comm. Center [Centro comunitario y de personas de la tercera edad Bob & Wanda Meyer] 2275 Dartmouth St. College Station, Texas	A&M Church of Christ [Iglesia de Cristo de A&M] 2475 Earl Rudder Fwy S. College Station, Texas
Wellborn Baptist Church [Centro Comunitario de Wellborn] 14575 FM 2154 Rd College Station, Texas	Fellowship Freewill Baptist [Iglesia Bautista Fellowship Freewill] Church 1228 W. Villa Maria Road Bryan, Texas
Zion Church of Kurten [Iglesia Zion en Kurten] 977 N. FM 2038 Kurten, Texas	College Station Utilities Meeting & Training Facility [Edificio de Conferencias Capacitación de la Empresa Eléctrica de College Station] 1603 Graham Road College Station, Texas
Millican Community Center [Centro Comunitario de Millican] 22284 Pierce Street, Millican, Texas	Galilee Baptist Church [Iglesia Bautista Galilee] 804 N. Logan Bryan, Texas

Brazos County Elections Admin [Edificio Administrativo del Condado de Brazos (Santuario)] 300 East Wm. J. Bryan Pkwy, Suite 100 Bryan, Texas	Texas A&M College of Medicine [Facultad de Medicina de Texas A&M] 8447 Riverside Parkway Bryan, Texas
Bryan Ballroom [Salón de baile de Bryan] 701 Palasota Dr. Bryan, Texas	College Heights Assembly of God [Iglesia Asamblea de Dios College Heights] 4100 Old College Rd. Bryan, Texas
St. Francis Episcopal Church [Iglesia Episcopal St. Francis] 1101 Rock Prairie Rd College Station, Texas	Brazos Center [Centro de Brazos] 3232 Briarcrest Drive Bryan, Texas

SECCIÓN 6. Las elecciones tempranas conjuntas se realizarán en persona y por correo. El período para las votaciones tempranas en persona para las elecciones generales y especiales será del 18 al 29 de octubre de 2021. Las boletas electorales de escaneo óptico serán utilizadas para las votaciones tempranas por correo y las máquinas electrónicas de registro directo serán utilizadas para las votaciones tempranas en persona. El Oficial de las Votaciones Tempranas para dichas elecciones será el Administrador de Elecciones del Condado de Brazos. Ella determinará el número de personas a contratar y hará los arreglos necesarios para la capacitación de todas las personas contratadas para trabajar en las elecciones. Las votaciones tempranas realizadas en persona para las elecciones generales y especiales serán dirigidas conjuntamente en los centros de votaciones y en las fechas y horarios señalados por el Administrador de Elecciones del Condado de Brazos. Se detalla como sigue:

Sitio Principal para las Votaciones - Brazos County Administration Office [Oficina Administrativo del Condado de Brazos] – 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas
Arena Hall – [Salón Arena] 2906 Tabor Road, Bryan, Texas
Galilee Baptist Church – [Iglesia Bautista Galilee] 804 N. Logan, Bryan, Texas
College Station Utilities Meeting & Training Facility – [Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station] 1603 Graham Road, College Station, Texas
Memorial Student Center (MSC) – [Centro Conmemorativo Estudiantil, (MSC, por sus siglas en el idioma inglés, Salón 526, Universidad de Texas A&M)] Texas A&M University, Room L526, College Station, Texas

Del 18-22 de octubre 8:00 am – 5:00 pm
(de lunes a viernes)

El 23 de octubre 8:00 am – 5:00 pm
(sábado)

Del 25–27 de octubre 8:00 am – 5:00 pm
(de lunes a miércoles)

Del 28-29 de octubre 7:00 am – 7:00 pm

(de jueves a viernes)

SECCIÓN 7. Las Elecciones Tempranas por correo serán dirigidas de acuerdo con las provisiones aplicables del Código de Elecciones de Texas. La dirección siguiente: 300 East William J. Bryan Pkwy, Suite 100, Bryan, Texas 77803, será la dirección de correo del oficial de elecciones tempranas a donde se podrán enviar las solicitudes y las boletas con votos emitidos por correo para la Ciudad.

SECCIÓN 8. Todos los votos anticipados y otros votos se procesarán de acuerdo con los procedimientos de las votaciones tempranas conforme al Código de Elecciones de Texas y serán entregados a la Junta de Boleta de Votaciones Tempranas en la oficina del Administrador de Elecciones del Condado de Brazos. Los votos anticipados serán contados en la estación central de conteo. La Junta de Boleta de Votaciones Tempranas desempeñará su cargo de acuerdo con las provisiones aplicables del Código de Elecciones.

SECCIÓN 9. Un Sistema Directo de Registro Electrónico (“DRE, por sus siglas en el idioma inglés”), como se define el término en el Código de Elecciones de Texas, será utilizado en conexión con estas elecciones. Este sistema será utilizado para todas las votaciones tempranas, así como también para todas las votaciones realizadas en los distritos el Día de las Elecciones. El Administrador de Elecciones del Condado de Brazos nombrará a un programador para preparar un programa para el equipo de tabulación automático. Se proporcionará suficiente equipo para votar en las votaciones tempranas, así como también en cada uno de los diferentes distritos electorales el Día de las Elecciones. La estación central de conteo se establecerá en la Oficina del Administrador de Elecciones del Condado, 300 E. William J Bryan, Suite 100, Bryan.

SECCIÓN 10. El Administrador de Elecciones del Condado de Brazos nombrará a la Junta de Boleta de Votaciones Tempranas, a un Juez que presida en la Estación Central de Conteo, a un Supervisor de Tabulación de la Estación Central de Conteo y a un Gerente de la Estación de Conteo, el cual se podrá contactar al correo thancock@brazoscountytexas.gov.

SECCIÓN 11. Las elecciones se celebrarán de acuerdo con las provisiones de los Estatutos y Ordenanzas de la Ciudad de College Station y con las leyes del Estado de Texas.

SECCIÓN 12. La Notificación de las Elecciones, incluyendo la respetiva traducción al idioma español, se publicará por lo menos una vez en un periódico publicado en College Station el día 6 de octubre de 2021 o después de esa fecha; y el día 13 de octubre de 2021 o antes de esa fecha. Además, se colocará en el tablero de avisos de la Municipalidad el día 27 de septiembre de 2021 o antes de esa fecha.

SECCIÓN 13. Una orden de elecciones, requerida por el Código de Elecciones de Texas, será entregada el día 18 de octubre de 2021 o antes de esa fecha, por el Administrador de Elecciones del Condado de Brazos al juez que preside y a los jueces alternos de cada distrito electoral en el cual se dispone celebrar elecciones.

SECCIÓN 14. Se harán las respectivas pruebas del equipo de tabulación automático y los resultados de dichas pruebas se entregarán y se harán saber de acuerdo con el Subcapítulo D del Capítulo 127 del Código de Elecciones de Texas.

SECCIÓN 15. Si alguna parte de esta Ordenanza se considera inválida por una corte de jurisdicción competente, las provisiones restantes de esta Ordenanza permanecerán en plena vigencia y en efecto.

SECCIÓN 16. Que esta ordenanza entrará en efecto inmediatamente después de ser adoptada.

APROBADA Y ADOPTADA por el Consejo de la Ciudad de College Station el vigésimo Segundo (3) día del mes de agosto de 2021.

CIUDAD DE COLLEGE STATION:

Karl Mooney, Alcalde

DOY FE:

Tanya Smith, Secretaria de la Ciudad

APROBADA EN CUANTO A FORMA:

Carla A. Robinson, Abogada de la Ciudad

September 23, 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, BVSWMMA, 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