



Mayor
 Ron Silvia
Mayor Pro Tempore
 Ben White
City Manager
 Glenn Brown

Council Members
 John Hupp
 Ron Gay
 Lynn McIlhenny
 Chris Scotti
 David Ruesink

Agenda
College Station City Council
Workshop Meeting
Thursday, September 28, 2006 3:00 PM
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action, and discussion of recommended projects to improve safety for pedestrians crossing University Drive in the Northgate area.
3. Presentation, possible action, and discussion regarding Rebanding of the City’s 800MHz Radio System.
4. Presentation, possible action and discussion regarding College Station's Mosquito Abatement Program.
5. Presentation, possible action and discussion regarding business continuity planning for the city.
6. Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

7. Council Calendars

Sept 28	Council Workshop and Regular Meeting – 3:00 p.m.
Oct. 2	Annual Fallen Firefighter Memorial Ceremony – 12:00 noon – Fire Station #2 on Rio Grande
Oct. 2	2006 Fall Girls’ Fast Pitch Opening Ceremony – Jane Pulley Softball Field #2 – Bee Creek Park – 6:00 p.m.
Oct. 3	Joint Meeting with Wolf Pen Creek TIF Board and Wolf Pen Creek Oversight Committee – Council Chambers – Noon

- Oct. 4 Annual Management Conference for Local and State Leaders – “Managing Performance ‘06” - Austin – 3:30 p.m.
- Oct. 5 International Scholars BBQ – Central Park – 5:00 p.m.
- Oct. 6 United Way Cookout – Central Park – 11:30 a.m.
- Oct. 9 Interfaith Dinner – CS Conference Center – 7:00 p.m.
- Oct. 10 80th Annual Transportation Short Course Luncheon – Noon – Room 201 of Memorial Student Center
- Oct. 10 Ceremony Designating Breast Cancer Awareness Month – Brazos County Courthouse – 10:00 a.m.
- Oct. 12 Council Workshop and Regular Meeting 3:00 p.m.
- Oct. 16 William Waldo Cameron Forum featuring Majority Leader, Bill Frist – Annenberg Presidential Center – 5:00 p.m.
- Oct. 17 Council Transportation Committee Meeting – Admin. Conf. Rm. – 4:30 p.m.
- Oct. 19 Junction 505 Harvest Moon Celebration and Fundraiser – 6:00 p.m.
- Oct. 23 Intergovernmental Committee Meeting – Noon – Brazos County
- Oct. 23 Council Workshop and Regular Council Meeting 3:00 p.m.
- Oct. 25 – 28 TML Annual Conference – Austin

8. Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, City Center, CSISD/City Joint Meeting, Design Review Board, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, (see attached posted notices for subject matters).
9. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Consultation with Attorney {Gov’t Code Section 551.071}; possible action The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)
- b. TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.
- c. TXU Lone Star Gas Rate Request.
- d. Cause No. 03-002098-CV-85, *Brazos County, College Station v. Wellborn Special Utility District*
- e. Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division, *College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District*
- f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station*
- g. GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation
- h. GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation
- i. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)
- j. Cause No. 06-000703-CV-85, Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.
- k. Possible settlement water CCN with Wellborn
- l. Possible settlement of sewer CCN issue
- m. Legal Aspects of Cebridge Pole Contract
- n. Cause No. 484-CC; City of College Station vs. Canyon Creek Partners Ltd., and First Ag Credit, FLCA; in County Court No. 2, Brazos County, Texas.
- o. Davis Watson Claim

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action

The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

1. The proposed city convention center and associated privately developed hotel
2. Radakor, LLC - Mixed Use Redevelopment Projects in Northgate
3. Project Good Laboratory
4. Texas A&M University System Health Science Center

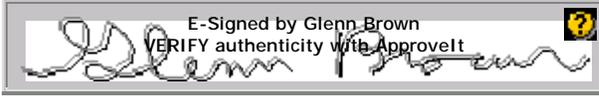
Real Estate {Gov't Code Section 551.072}; possible action

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:

1. ROW for Jones Butler Extension
 2. Sale of 65 acres on E. Rock Prairie
10. Final Action on executive session, if necessary.

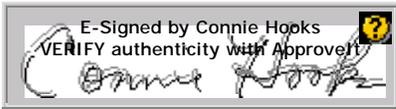
11. Adjourn.

APPROVED:



City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the September 28, 2006 at 3:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda Posted this 25th day of September, at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 25, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.

CITY OF COLLEGE STATION, TEXAS

By _____

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

Notary Public – Brazos County, Texas

My commission expires: _____

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

Agenda
College Station City Council
Regular Meeting
Thursday, September 28, 2006 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

12. Pledge of Allegiance, Invocation, Consider absence requests

Hear Visitors: Any citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:45 p.m. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal that you have thirty seconds remaining so that you may conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

Consent Agenda

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

Vision Statement I - Core Services – Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

- 13.1 Presentation, possible action and discussion on the approval of a resolution establishing a Community Emergency Operations Center which will be staffed by a collaborative effort between Brazos County, the cities of College Station and Bryan and Texas A&M University for a cost of \$58,428 for the first year. This proposal is a 5 year lease with an option for another 5 years.
- 13.2 Presentation, possible action, and discussion on approval of policy renewal for Excess Liability and Workers Compensation to State National Insurance Company for \$246,456; policy renewal for Property/Boiler & Machinery to Affiliated FM for \$94,111; policy renewal for Crime coverage to Federal Insurance Company for \$4,522; and policy renewal for EMT Liability to Western World Insurance Company for \$5,079.

13.3 Presentation, possible action, and discussion on renewal agreement of Third Party Claims Administration with A S & G Claims Administration, Inc. for an annual expenditure of \$50,000. Anticipated workers compensation claims for FY 07 are \$340,000 and anticipated liability claims for FY 07 are \$339,500.

13.4 Presentation, possible action and discussion approving a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas for the connection of Dartmouth to FM 2818 (Harvey Mitchell Parkway).

Vision Statement III – Planning and Development – Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

13.5 Presentation, possible action, and discussion on an ordinance establishing “Street” as the official suffix for Dartmouth.

Vision Statement I - Core Services – Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

13.6 Presentation, possible action and discussion to authorize expenditures for the Brazos Animal Shelter in the amount of \$65,334.

13.7 Presentation, possible action, and discussion on an Interlocal Agreement with Texas A&M University for the design and construction of the University Drive Sidewalk Improvements project.

13.8 Presentation, possible action and discussion to approve purchase requests for FY 07, 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 \$50,000.

13.9 Presentation, possible action, and discussion requesting approval of a settlement agreement with Ms. Robin Melvin, which is the first of three agreements that will allow the City to pursue approval from TCEQ of our application to extend our sewer certificated area into the ETJ.

13.10 Presentation, possible action, and discussion regarding approval of an annual renewal of contract #05-251 in an amount not to exceed \$179,474 with Clean Harbors to provide Household Hazardous Waste collection services.

13.11 Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY07 in the amount of \$55,000.

13.12 Presentation, possible action and discussion on approving the budget of the Arts Council of Brazos Valley; and presentation, possible action and discussion on

- three (3) funding agreements between the City of College Station and the Arts Council of Brazos Valley for FY07 totaling \$440,000.
- 13.13 Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY07 in the amount of \$1,060,000.
- 13.14 Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership for FY07 in the amount of \$293,287.

Regular Agenda

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

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

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

Vision Statement I - Core Services – Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

- 14.1 Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2006-2007 advertised ad valorem tax rate of \$0.4539 per \$100 assessed valuation.

- 14.2 Public Hearing, presentation, possible action, and discussion on approval of an ordinance (Budget Amendment #3) amending the City of College Station 2005-2006 Budget authorizing an increase in appropriations of \$5,921,144.
- 14.3 Presentation, possible action, and discussion regarding a resolution setting rates and fees for the Brazos Valley Solid Waste Management Agency (BVSWMA) Rock Prairie Road Landfill, having the effect of raising rates for disposal services by eight percent (8%), and setting an effective date of October 1, 2006.
- 14.4 Presentation, possible action and discussion of Request for Qualifications (RFQ) soliciting submittals for a transportation study of the east side of College Station and the appointment of an advisory committee to review the consultant's recommendations.
- 14.5 Presentation, possible action, and discussion regarding appointing two positions on the Historic Preservation Committee which are vacant due to resignations.

Vision Statement III – Planning and Development – Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

- 14.6 Presentation, possible action, and discussion regarding an update to the comprehensive plan process.
15. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for September 28, 2006.
16. Final action on executive session, if necessary.
17. Adjourn.

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

APPROVED:

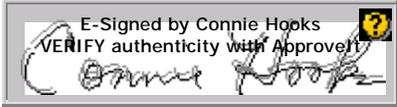


E-Signed by Glenn Brown
VERIFY authenticity with ApproveIt

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, September 28, 2006 at 7:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this the 25th day of September, 2006 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 25, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.
By _____

Subscribed and sworn to before me on this the ____ day of _____, 2006.

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

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



**September 28, 2006
Workshop Agenda
University Drive Pedestrian Safety Crossing Project**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on consideration of a recommendation of projects to improve safety for pedestrians crossing University Drive in the Northgate area.

Recommendation(s): Staff recommends that Council approve the recommended phasing and direct staff to begin Phase I.

Summary: The goal of this project is to improve safety for pedestrians crossing and traveling along University Drive by developing a plan of prioritized safety improvements. The city's consultant developed the necessary project list and submitted it to the University Drive Pedestrian Crossing Group, which is made up of individuals from the Northgate Merchant Association, TAMU, TxDOT, and city staff. This group ranked and grouped the projects based on improving pedestrian safety across and along University Drive. Additionally, the group recommends that the projects be implemented in the following order:

Phase	Project	Benefit
1	Signalize University Drive at Boyett	- Slow Univ. traffic from west - Improve ped. access by providing an additional safe crossing location
	Modify ramps of Univ. @ Wellborn Rd interchange	- Slow vehicles entering from Wellborn Rd
2	Univ. @ College Main intersection improvements	- Improved pedestrian and bicycle safety at intersection
	Reconstruct and add medians	- Improved pedestrian safety by restricting turning movements
3	Reconstruct and add sidewalk areas	- Improved pedestrian safety along the roadway
4	Univ. @ Nagle intersection improvements	- Improved bike and ped. safety at intersection
	Univ. @ Tauber intersection improvements	- Improved bike and ped. safety at intersection
	Univ. @ Spence intersection improvements	- Improved bike and ped. safety at intersection
5	Univ. @ South College intersection improvements	- Improved bike and ped. safety at intersection with significant aesthetic improvements - Slow vehicles entering from S. College

Budget & Financial Summary: It is proposed that this project will be completed in phases. \$189,042.75 is currently available in the Pedestrian Improvements on University Drive project and will be used to design the first phase of the project.

Construction on the first phase of the project is anticipated to occur in FY08. Based on current estimates, it is anticipated that the first phase of this project will be \$2,200,000. It is proposed that a portion of the funds from the Northgate Street Rehab project (ST0518) will be used to fund \$2,000,000 in construction on the first phase of the project and that \$200,000 from the New Traffic Signals project (ST0512) will fund the construction of the traffic signal. These funds were authorized as part of the 2003 General Obligation Bond (GOB) referendum.

Additional funds will be needed to complete the remaining phases of the project and it is proposed that these will be included on a future GOB referendum.

Attachments:

1. Location Map

Project Location Map



**September 28, 2006
Workshop Agenda
Radio Rebanding Required by FCC**

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding Rebanding of the City's 800MHz Radio System.

Recommendation(s): This topic is being presented as an informational item.

Summary: On August 6, 2004, the FCC issued Report and Order FCC 04-168 that modified its rules governing the 800 MHz frequency band to minimize harmful interference to public safety communications systems. The City's radio communications system operates in the 800MHz band and is affected by the FCC order. In the long run additional spectrum will be opened up for Public Safety use. In the short term, some existing spectrum that is in use by Public Safety agencies, including the City's Fire and Police Departments, must be vacated, thus the need to change the system control and some existing radios to operate in the newly assigned frequency band. This change is generally referred to as "rebanding".

The rebanding project is under FCC mandated timelines and oversight. This project is significant due to the potential impact on the City's radio system and the scheduled Radio System Replacement project.

The City of College Station is collaborating with the City of Bryan (also representing Brazos County and Brazos County Emergency Communications District) and Texas A&M University on the planning and implementation of this project.

Budget & Financial Summary: The FCC order requires that Nextel Communications pay all costs associated with the rebanding effort to provide "comparable facilities" to those in place prior to the rebanding process.

Attachments: None

**September 28, 2006
Workshop Agenda
Mosquito Abatement Program**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, Possible action and discussion regarding College Station's Mosquito Abatement Program.

Summary: On September 14th, Council requested that this item be placed on a future workshop for discussion. Staff will make a presentation describing our current programs and policies regarding mosquito abatement. Don Plitt and Dr. Olsen from the Brazos County Health Department will also be present to talk about the County's efforts.

Brazos County made a presentation to the Intergovernmental Committee on September 18th. The IGC has formed a sub-committee to be chaired by Bryan Mayor, Ernie Wentrcek.

Budget & Financial Summary:

Attachments:

1. Mosquito Control Plan
2. Mosquito Abatement Program

Mosquito Control Plan – July 13, 2004

The City of College Station coordinates with Dr. D.J. Olson – Department of Entomology of the Texas Agriculture Experiment Station and Don Plitt of the Brazos County Health Department in the control of the infestation of mosquitoes. The City of College Station is focused primarily on the control of the West Nile Virus carrying mosquito. Secondly, the City will provide assistance in the control of nuisance mosquitoes on City drainage easements and right-of-way.

The Drainage Maintenance Division is the primary provider of control services for the City. These services are provided during those periods when mosquito infestation is at its height and when Dr. Olson and the Health Department have issued warnings of the presence of the West Nile Virus carrying mosquito.

The Plan has two components, with the purpose being to control mosquitoes during the highest infestation periods:

1. When complaints are received from citizens about mosquito infestation the Drainage Division will respond by treating possible mosquito breeding sites in City drainage easements and right-of-way with a chemical treatment in the form of “dunks”, *Altosid Briquettes*. The purpose of the briquettes is to prevent the breeding of mosquitoes in the treated water.
2. Dr. Olson places traps for mosquitoes and analyzes the catch for West Nile Virus carrying species. When the virus carrying species are detected, Dr. Olson contacts the City of College Station and the County Health Department. The Drainage Division will respond by spraying or “fogging” culvert pipes in those areas in which the mosquitoes are detected. The chemical used is *Prentox*, a puronyl oil concentrate.

Mosquito complaints within College Station city limits should be called into the Public Works Customer Service desk: 764-3690.



Mosquito Abatement Program

MAP your Neighborhood!

The City of College Station seeks to partner with citizens in an effort to enhance community quality of life, health and welfare of College Station.

The Office of Neighborhood Services in cooperation with the Department of Public Works requests the support and cooperation of neighborhoods in eliminating and/or treating standing water to prevent the breeding of mosquitoes, thus lessening the risk of mosquito carried diseases such as West Nile Virus.

The Mosquito Abatement Program (MAP) is designed to educate citizens on preventing mosquito breeding and to grant funds to registered neighborhood and homeowners' association toward their purchase of mosquito abatement products, containing B.t.i., for the treatment of standing water and foggers to treat yards prior to outdoor events.

Grant Eligibility

A neighborhood associations, homeowners association, and block clubs within the City of College Station limits that are registered in the Neighborhood Partnership Program may participate in the MAP.

Neighborhood Partnership Eligibility

To be registered in the Neighborhood Partnership Program, a neighborhood must submit adopted bylaws, roster of officers, and neighborhood boundaries to the Office of Neighborhood Services.

Grant Amount

\$200.00 per calendar year toward mosquito abatement containing B.t.i. and foggers.

MAP Participation Form

Eligibility date will be established as the date the association submits a *MAP Participation Form*, *MAP of Intent* and has participated in MAP training with City of College Station staff.

MAP of Intent

The Office of Neighborhood Services will provide each participating association with a *map* of their neighborhood. The Neighborhood MAP Coordinator should indicate on the map the households that will receive dunks and potential areas of standing water that are to be treated. The neighborhood maps should be supplemented with written description on the *MAP of Intent Description Form*, to include method for distributing dunks and foggers, if applicable.

Order Form

Complete the order form and submit a check made payable to:
Estes Chemicals, Inc.

Neighborhood Services will submit your order to Estes Chemicals, and process your payment request upon receiving your invoice from Estes Chemicals.

Payment Request

Submit a *Request for Payment Form* to the Office of Neighborhood Services noting the following:

- 1.) A *MAP Participation Form* and a *MAP of Intent* must be previously filed with Neighborhood Services.
- 2.) No more than two grant disbursements per association per calendar year.
- 3.) Each request for payment must be signed by the association treasurer and one other officer that are on file with the Neighborhood Partnership Program.
- 4.) Each request for payment must be accompanied by original sales receipt totaling the amount or exceeding the amount requested.
- 5.) Each request for payment should indicate if check should be made payable to an officer, the association, or block club.

Program Follow-up

After distribution the *MAP of Intent Review Form* should be submitted stating if the original submitted MAP of Intent was followed, exceeded or changed.

Length of Program

This program is extended to associations through the calendar year 2006 after which the program may be ended or extended.

Obtaining Mosquito Abatement Product

Orders and checks received by Friday will be ordered on Monday. Product will be available for pick-up one week from the following Thursday at the Department of Planning and Development Services at City Hall.

Participants are invited to order their abatement products containing B.t.i. such as *Mosquito Dunks* at whole sale prices from *Estes Chemicals, Inc.* through the Office of Neighborhood Services for the following reduced price:

20 dunks for \$18.00 (\$.85 a piece) plus tax

Make checks payable to: Estes Chemicals, Inc.

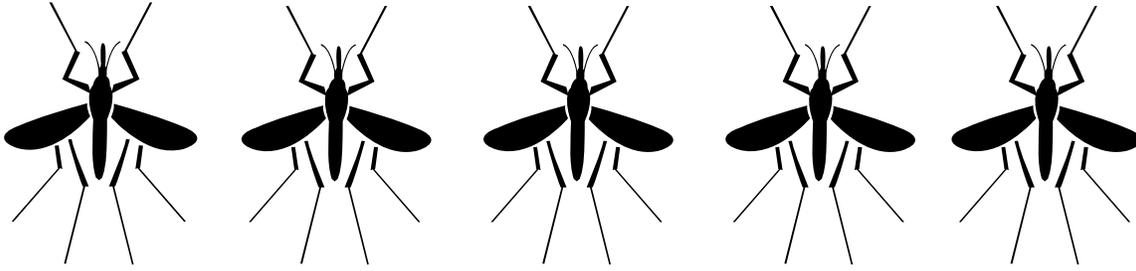
Retail Mosquito Dunks usually range in price from \$1.00 to \$2.75 each depending on where and in what quantity they are purchased.

Neighborhoods are encouraged to research and choose the best fogger for use before outdoor events. Estes Chemicals does not sell outdoor foggers.

Submit Grant Information to:

City of College Station
 City Hall
 Planning and Development Services Department
 Office of Neighborhood Services
 Katie Elrod
 1101 Texas Avenue
 P.O. Box 9960,
 College Station, TX 77842

Phone 979.764.3761
 Fax 979.764.3496
 Email kelrod@cstx.gov



Mosquito Abatement Product

PRODUCT BRAND NAME: Mosquito Dunks.

INGREDIANT DESCRIPTION: *B.t.i. (Bacillus thuringiensis subspecies israelensis)*, a low toxicity biopesticide that is a live bacteria that is deadly to mosquito larvae, harmless to other living things.

TARGET PESTS: Mosquito larva.

PRODUCT DESCRIPTION: Small donut shaped and sized objects which release bacteria into water where mosquitoes are breeding. The dunks slowly release a long-term, biological mosquito larvicide at the water's surface for 30 days or longer under typical environmental conditions. This larvicide gradually settles in the water where it is eaten by mosquito larvae. Alternate wetting and drying will not reduce their effectiveness.

WHERE TO USE IT: Anywhere. This bacteria will not hurt pets, children, birds or wildlife. Great for use in bird baths, ponds, lakes, swamps, rain barrels, clogged gutters, sewers, meter recesses, old tires, fish ponds, water gardens, planters, flower pot saucers, any where that hold water such as retention ponds, drainage ditches, slow moving streams.

RATE OF APPLICATION: One dunk will cover about 100 sq/ft of surface area. You can break it up if treating small areas. For areas with moving water or where the dunk might wash away in a rain, tie the dunk to a weight or stake it in the ground.

1 to 5 square feet	¼ Dunk
5 to 25 square feet	½ Dunk
25 to 100 square feet	1 Dunk



MAP Participation

Mosquito Abatement Program Declaration of Participation

The

- Homeowners' Association
- Neighborhood Association
- Block Club

declares on this date the

_____ of the month of _____, 2006

to participate in the City of College Station Mosquito Abatement Program for the calendar year of 2006.

Signed by

ASSOCIATION PRESIDENT DATE

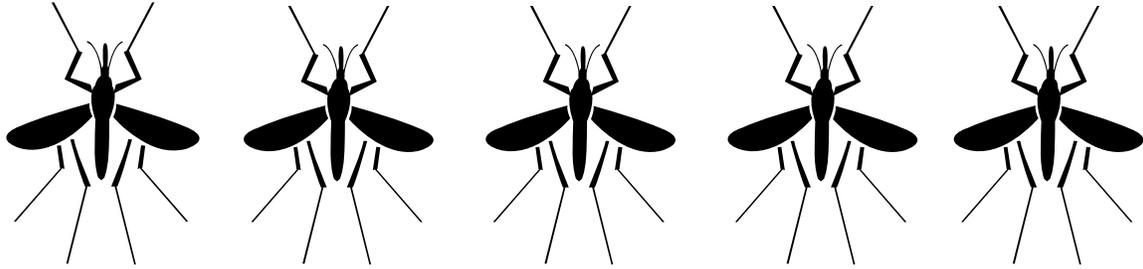
ASSOCIATION TREASURER DATE

NEIGHBORHOOD SERVICES REPRESENTATIVE DATE



MAP of Intent Description

To accompany map depicting intended placement and distribution of mosquito abatement products.



Mosquito Abatement Product Order Form

Orders and checks received by Friday will be ordered on Monday. Product will be available for pick-up on the following Thursday at the Department of Planning and Development Services at City of College Station City Hall, 1101 Texas Avenue.

The

- Homeowners' Association
- Neighborhood Association
- Block Club

ORDER:

	x	\$18.00	÷	.9238	=	
# of packages of 20 dunks		Price per pack		Add the Tax		GRAND TOTAL

Make check payable to Estes Chemical, Inc., if applicable.

Check number _____

Contact person: _____

Phone: _____

Email _____



MAP Payment Request

2006 Mosquito Abatement Program Payment Request

The

- Homeowners association
- Neighborhood Association
- Block Club

requests on this date the ___ of the month of _____, 2006.
a grant disbursement from the City of College Station for the
amount of \$ _____ for mosquito abatement products.

Please make grant check payable to:

NAME

MAILING ADDRESS

Signed by

ASSOCIATION OFFICER DATE

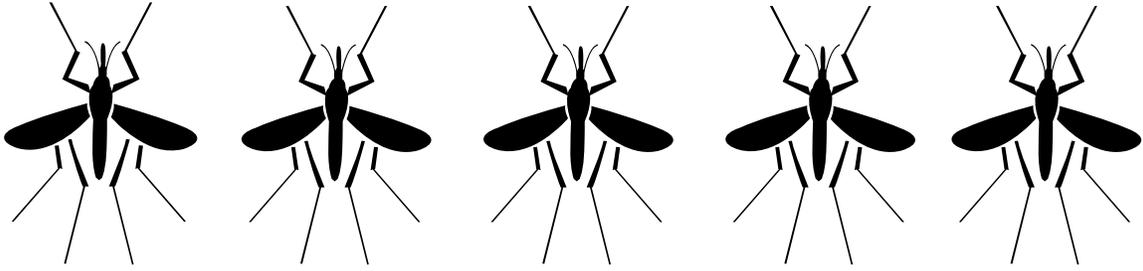
ASSOCIATION TREASURER DATE

NEIGHBORHOOD SERVICES REPRESENTATIVE DATE



MAP of Intent Review

*Document any change in your original Map of Intent.
Was your plan carried out as depicted or was it exceeded
or altered. List any challenges or triumphs!*



NOTES

**28 September 2006
Workshop Agenda
Business Continuity Planning**

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding business continuity planning for the city.

Recommendation(s): Staff will continue to work with the Department of Emergency Management and the Texas Department of Health to maintain emergency preparedness and operational capabilities during emergencies in our community.

Summary: Staff has been working with the regional partners in the Brazos Valley Council of Governments, the Governors Division of Emergency Management, and the National Emergency Response and Rescue Training Center in the development of a response plan for our community.

Staff has also had its initial meeting with the College Station Management Team in July 2006 to discuss a course of action for the departments to prepare for the planning process by reviewing the documents provided and establishing resources and shortfalls for each department.

Budget & Financial Summary: At this time there are no additional funds committed to this project.

Attachments:
None

**28 September 2006
Consent Agenda
Community Emergency Operations Center**

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion on the approval of a resolution establishing a Community Emergency Operations Center which will be staffed by a collaborative effort between Brazos County, the cities of College Station and Bryan and Texas A&M University for a cost of \$58,428 for the first year, this proposal is a 5 year lease with an option for another 5 years.

Recommendation(s): Staff recommends consideration of adopting a resolution to participate in the Community Emergency Operations Center, contingent upon approval of a forthcoming Inter-local Agreement for the involved jurisdictions.

Summary: It is anticipated that the ILA will describe the operational, management and other technological aspects of the relationship. Although the recommendation provides for Brazos County to be the lead partner (to facilitate such items as the lease arrangement with FIBERTOWN), it is intended that all partners will have an equal voice in the management of the cEOC. Following the model of the Brazos Valley Solid Waste Management Agency (BVSWMA), establishing a representative management board could be a component of the ILA. The Board would be responsible for the implementation of the provisions of the ILA. This would include the joint determination of such operational aspects as establishing the link between the new E.O.C. and the BVCNet, purchasing of the computers and file server(s) for this facility and the method for which technological support for the facility will be provided. Additionally the specific nature (frequency and level) of the funding could be outlined in the ILA.

Once the ILA has been developed, each management partner will be asked to approve its contents. The goal is to have the cEOC operational by the start of the 2007 hurricane season.

Budget & Financial Summary: Financial support will be shared by all (4) entities. The cost will be \$58,428 for the first year and a 2 1/2 percent increase each year thereafter for each organization. This will include rent, infrastructure improvements and utilities. This does not include employee salaries or benefits. These costs will be paid for by each entity.

Attachments:

Community Emergency Operations Center Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, REAFFIRMING THE CITY'S COMMITMENT TO COLLABORATE WITH THE CITY OF BRYAN, BRAZOS COUNTY, AND TEXAS A&M UNIVERSITY IN THE OPERATION AND MANAGEMENT OF A COMMUNITY EMERGENCY OPERATION CENTER (CEOC).

WHEREAS, on May 4, 2006, the College Station City Council approved a Conceptual Agreement Between the City of Bryan, the City of College Station, Brazos County, Texas A&M University For Community Emergency Operations Center (the "Agreement"); and

WHEREAS, the Agreement provides that the parties agree conceptually to participate in the development of an interlocal agreement to describe the operation and management of a CEOC, and further that, upon the compilation of a mutually agreeable document, the parties intend to commit funds to operate the CEOC; and

WHEREAS, the College Station City Council recognizes the benefits and savings of co-locating its emergency management operations in one facility with the City of Bryan, Brazos County, and Texas A&M University and desires to reaffirm its commitment to collaborate in the operation and management of a CEOC; now, therefore,

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

PART 1: That the City Council hereby reaffirms its commitment to collaborate with the City of Bryan, Brazos County, and Texas A&M University in the operation and management of a Community Emergency Operations Center.

PART 2: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

RESOLUTION NO. _____

Page 2

APPROVED:



City Attorney

Deleted: 9/20/2006
Deleted: 9/19/2006

O/group/legal/resolutions/narcotics.doc
[9/21/2006](#)

September 28, 2006

Consent Agenda

Excess Liability/Workers Compensation Coverage and Property, Boiler & Machinery, Mobile Equipment, Crime and EMT.

To: Glenn Brown, City Manager

From: Julie O'Connell, Director of Human Resources

Agenda Caption: Presentation, possible action, and discussion on approval of policy renewal for Excess Liability and Workers Compensation to State National Insurance Company for \$246,456; policy renewal for Property/Boiler & Machinery to Affiliated FM for \$94,111; policy renewal for Crime coverage to Federal Insurance Company for \$4,522; and policy renewal for EMT Liability to Western World Insurance Company for \$5,079.

Recommendation(s): Staff recommends approval of each of these policy renewals.

Summary: The City of College Station requested our Broker, McGriff Seibels & Williams of Texas, Inc. to obtain renewal quotes from our present insurance carriers. The renewal quotes obtained are for the same coverage as in the prior fiscal year. Our Excess Liability and Workers Compensation coverage is in the second year of a three year rate guarantee. The City's Property, Boiler & Machinery coverage, Crime coverage and Emergency Medical Technician Liability coverage are straight renewals without any rate guarantees. The rates remain the same as last year. Due to payroll increases and property value increases, overall costs have risen. This renewal is effective October 1, 2006.

Excess Liability & Workers Compensation insurance covers Auto liability, General liability, Directors and Officials, Law Enforcement liability, Employment Practices liability and Workers' Compensation claims. Property, Boiler & Machinery insurance covers Buildings, Contents, Fine Arts, Valuable Papers & Records, Extra Expense and Motor Vehicle Coverage including Mobile Equipment. Crime insurance covers Employee Theft coverage, Premises Coverage, Transit coverage, Depositors Forgery coverage and Computer Theft & Fund Transfer Fraud.

EMT Liability covers bodily injury, property damage, or personal injury arising out of a "Professional Incident".

Budget & Financial Summary: Funds are available in the proposed FY07 budget in the Property Casualty Fund and Workers Compensation Fund for these expenditures. The Excess Liability and Worker's Compensation policy renewal represents an increase of 5.5% over last year's premium; however the City's payroll increased 5.6%. The Property, Boiler & Machinery policy renewal represents a slight increase of 2.2% over last year's premium; while our values increased by \$3,494,650. There are no changes on the Crime or EMT Liability policy renewals.

Attachments: Letter from Broker with recommendations dated 8-29-06.

**MCGRIFF. SEIBELS & WILLIAMS OF TEXAS. INC.**

5949 Sherry Lane, Suite 1300 • Dallas, TX 75225 • TEL – (469) 232-2100 • FAX – (469) 232-2101

August 29, 2006

Mr. Bill Cody
Risk Manager
City of College Station
1101 Texas Ave.
College Station, TX 77840

Re: Renewal Recommendation
October 1, 2006

Dear Bill:

In previous correspondence, we have sent you the City's renewal quotes for the Property/Boiler & Machinery, Crime Coverage, Excess Liability and Workers' Compensation and EMT Liability Insurance. Our recommendation for your renewal is as follows:

- Property/Boiler & Machinery Insurance - \$94,111 Premium with Affiliated FM
- Crime Coverage - \$4,522 Premium with Federal Insurance Company
- Excess Liability and Workers' Compensation Coverage - \$246,456 Premium with State National Insurance Company
- EMT Liability - \$5,079.58 with Western World Insurance Company

These premiums are an increase of 4.3% over the expiring insurance costs. This increase in premium is not due to rate increases, rather, it is because the City has added additional properties to their schedule over the last 12 months and a 5.6% increase in payroll.

Please review this information and let us know if you have any questions. We look forward to continuing our relationship with the City of College Station. Thank you.

Sincerely,

Johnny Fontenot, CPCU, ARM, AIC
Senior Vice President

Tk/JF

September 28, 2006

Consent Agenda

Contract Renewal Third Party Claims Administration Services

To: Glenn Brown, City Manager

From: Julie O'Connell, Director of Human Resources

Agenda Caption: Presentation, possible action, and discussion on renewal agreement of Third Party Claims Administration with A S & G Claims Administration, Inc. for an annual expenditure of \$50,000. Anticipated workers compensation claims for FY 07 are \$340,000 and anticipated liability claims for FY 07 are \$339,500.

Recommendation(s): Staff recommends the renewal of the fourth year option with A S & G Claims Administration, Inc. for the City's third party claims administrator and authorization to pay up to \$679,500 for anticipated workers compensation and liability claims.

Summary: The City of College Station is Self- Insured which requires the service of claims adjustment on all workers compensation claims and significant liability claims. A S & G Claims Administration, Inc has provided excellent customer service while continuing to assist the City in reducing the costs of the claims administration. Renewal is effective October 1, 2006.

Budget & Financial Summary: Funds are available in the FY 07 budget in the Property Casualty Fund and the Workers Compensation Fund. Expenditures for the claims administration are the same as last year.

Attachments: Renewal Agreement Letter from A S & G Claims Administration, Inc.

AS&G Claims Administration, Inc.

10050 Northwest Freeway - Suite 245 - Houston, Texas 77092 - Phone (713) 680-2333 - Fax (713) 680-2371

August 30, 2006

Mr. Bill Cody
Risk Manager
City of College Station
1101 Texas Avenue
College Station, Texas 77842

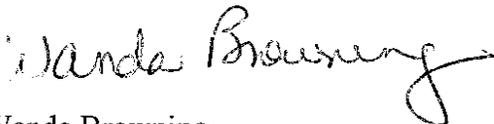
RE: Third Party Administrative Services Contract

Dear Bill:

AS&G Claim Administration, Inc. takes great pride and pleasure in providing the TPA services to the City of College Station. We believe we have played an important role in the City's effort to deliver professional claim services to their employees. Effective October 1, 2006 our fourth year of this contract will begin and remain at a total of \$50,000 per year to be paid in monthly installments.

We look forward in continuing to the Third Party Administrator for the City of College Station. If you have any questions or would like to discuss the above, please feel free to contact me at any time.

Yours very truly,



Wanda Browning
President
AS&G Claims Administration

**September 28, 2006
Consent Agenda
Resolution for Dartmouth Extension Phase II**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Pubic Works

Agenda Caption: Presentation, possible action and discussion approving a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas for the connection of Dartmouth to FM 2818 (Harvey Mitchell Parkway).

Recommendation(s): Staff recommends approval of the resolution.

Summary: The Texas Department of Transportation (TxDOT) now requires an Advanced Funding Agreement (AFA) to connect a City of College Station roadway to a TxDOT roadway. In the past, a driveway permit was required to connect a city street to a TxDOT roadway. The City of College Station is paying for the design and construction of the Dartmouth Extension Phase II Project.

This resolution provides for a future AFA between the City of College Station and TxDOT for the connection of the northern intersection of Dartmouth to FM 2818 (Harvey Mitchell Parkway). We will advertise for construction bids as soon as that AFA is approved. Staff expects to have the project under construction by the end of this calendar year.

Budget & Financial Summary: There are no payments to TxDOT associated with this AFA. The project budget for the Dartmouth Extension Phase II Project is \$3,600,000.

Attachments:

1. Resolution
2. Location map

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
ADVANCED FUNDING AGREEMENT WITH THE STATE OF TEXAS FOR
THE CONSTRUCTION OF THE DARTMOUTH AND FM 2818 (HARVEY
MITCHELL PARKWAY) NORTHERN INTERSECTION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the City of College Station plans to approve the contract funds to construct the northern intersection of FM 2818 and Dartmouth as part of the Dartmouth Extension Phase II Project; and

WHEREAS, the proposed Dartmouth Extension Phase II will intersect with Farm-to-Market Road (FM) 2818 (Harvey Mitchell Parkway) in the City of College Station (City); and

WHEREAS, the City and the State have agreed upon a plan to construct this intersection with the Dartmouth Extension Phase II Project (the "Project"); and

WHEREAS, detailed construction plans have been prepared; and

WHEREAS, the City will bid the Project to contract, administer and inspect the construction, and fund the construction of the Project; and

WHEREAS, the Texas Department of Transportation permits construction to be performed in their rights-of-way following the execution of an Advanced Funding Agreement between the City of College Station and the Texas Department of Transportation; and

WHEREAS, the Texas Department of Transportation requires a resolution from a municipality to accompany an Advance Funding Agreement; and

WHEREAS, there will be no funding or reimbursements from the Texas Department of Transportation for any of the Project costs; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION THAT:

PART 1: The matters set forth in the preamble are true and correct.

PART 2: The City Council of the City of College Station agrees to execute an Advanced Funding Agreement with the Texas Department of

RESOLUTION NO. _____

Page 2

Transportation, which will permit the City to perform work within the State right-of-way.

PART 3: The City Council of the City of College Station hereby authorizes the Mayor to execute said Advanced Funding Agreement on behalf of the City of College Station, Texas and to transmit the same to the State of Texas for appropriate action.

PART 4: This Resolution shall be effective immediately upon its adoption.

ADOPTED this _____ day of _____, 2006.

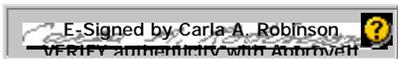
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney



**September 28, 2006
Consent Agenda
Dartmouth Street Naming Clarification**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning and Development Services

Agenda Caption: Presentation, possible action, and discussion on an ordinance establishing "Street" as the official suffix for Dartmouth.

Recommendation(s): Adopt ordinance clarifying the suffix for Dartmouth.

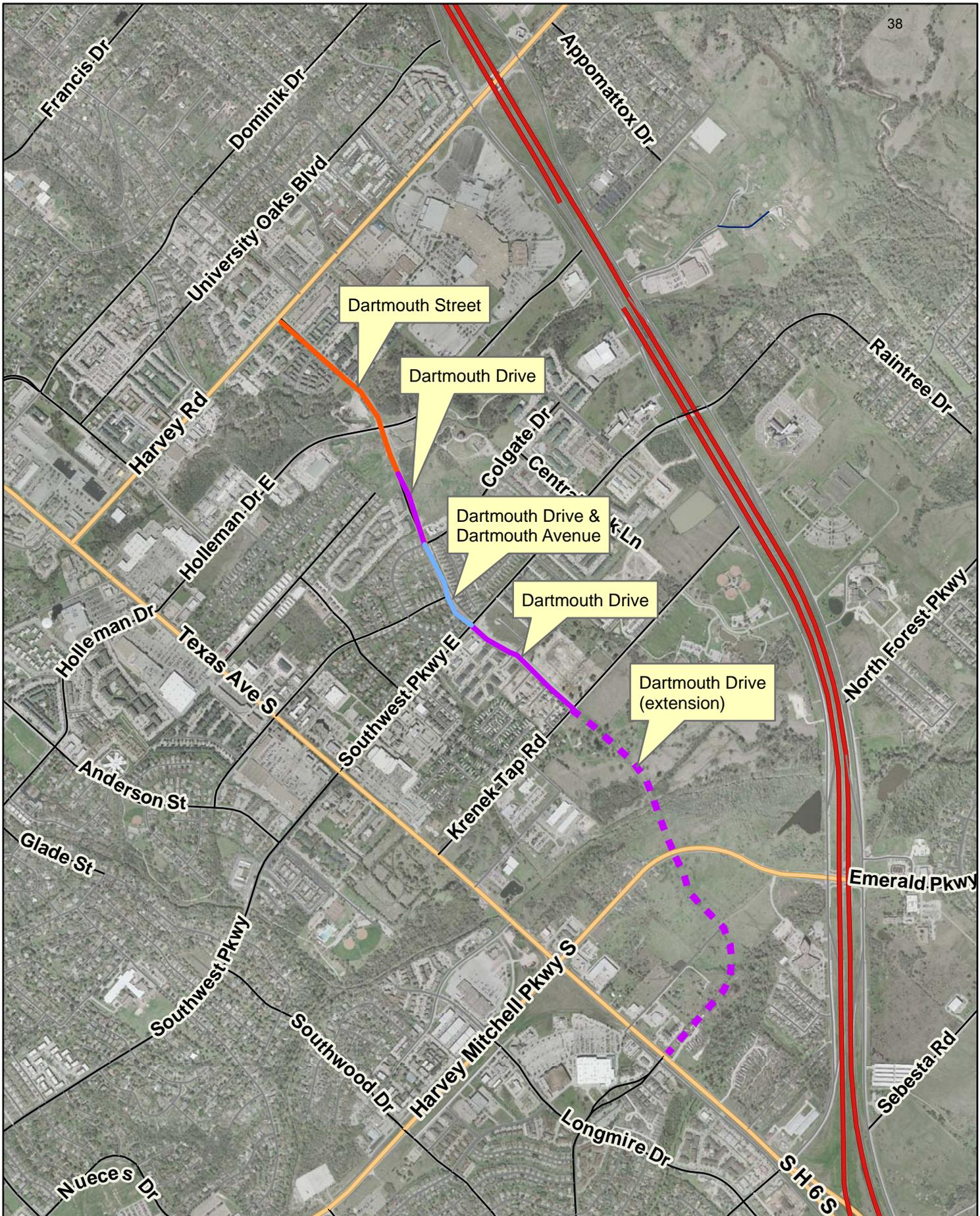
Summary: Dartmouth currently has several different suffixes (Drive, Avenue, & Street). This ordinance establishes "Street" as the official suffix for all of Dartmouth.

In an effort to maximize efficiency for emergency responders including fire, police, and medical services, the City of College Station strives to maintain street names that are clear and consistent within our local 9-1-1 service area. In an effort to do this, the suffix for Dartmouth needs to be clarified.

Budget & Financial Summary: N/A

Attachments:

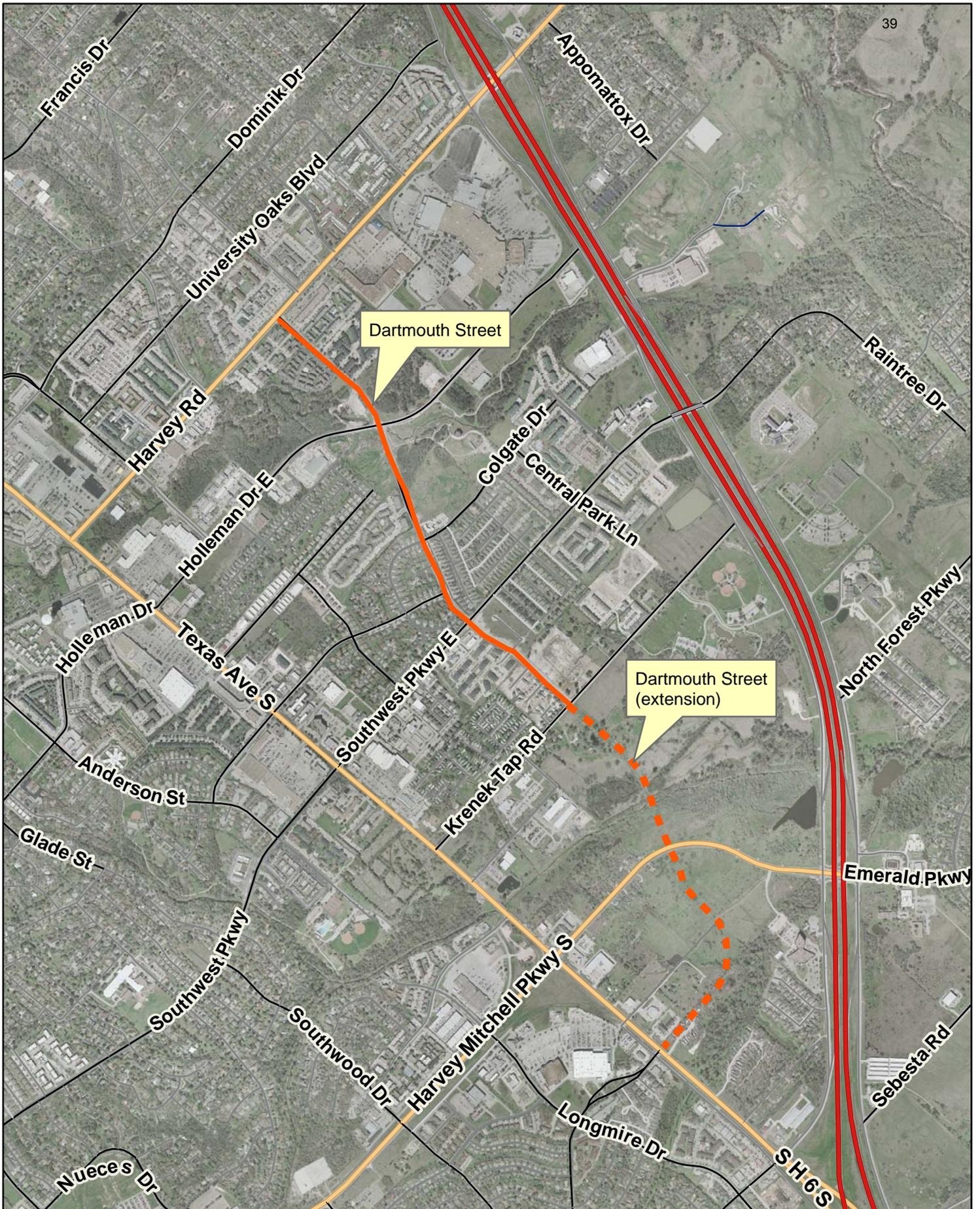
1. Small Area Map - Existing
2. Small Area Map - Proposed
3. Ordinance



Dartmouth Street

As Shown on Plats





Dartmouth Street

Proposed Naming Convention



ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING "STREET" AS THE OFFICIAL SUFFIX FOR DARTMOUTH.

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

- PART 1: That Dartmouth currently has three different suffixes (Avenue, Drive, and Street).
- PART 2: That the City of College Station, Texas, strives to maintain street names that are clearly distinguishable from others within the local 9-1-1 service area.
- PART 3: That the portions of Dartmouth with the "Avenue" and "Drive" suffix be renamed to Dartmouth Street to provide a consistent suffix.
- PART 4: That this ordinance shall become effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of September, 2006.

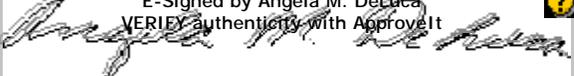
APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

E-Signed by Angela M. DeLuca
 VERIFY authenticity with ApproveIt 


City Attorney

**September 28, 2006
Consent Agenda
Authorize Animal Shelter Expenditures**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to authorize expenditures for the Brazos Animal Shelter in the amount of \$65,334.

Recommendation(s): Staff recommends approval of the funding in the amount of \$65,334 to the Brazos Animal Shelter.

Summary: On September 14, 2006, Council approved the proposed budget which included funding for the Brazos Animal Shelter. The allocation for this funding is based on an Interlocal Agreement originally approved on October 22, 1991 and amended July 27, 1999. On September 13, 2001, the Council approved another amendment to the Interlocal Agreement providing for the extension of a lease with the City of Bryan.

Budget & Financial Summary: Funds are available and budgeted in the General Fund, Police Department Budget. Payments are made in equal installments, monthly.

Attachments: none

**September 28, 2006
Consent Agenda
University Drive Sidewalk Improvements**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion on an Interlocal Agreement (ILA) with Texas A&M University for the design and construction of the University Drive Sidewalk Improvements project.

Recommendation(s): Staff recommends approval of the ILA between the City of College Station and Texas A&M University.

Summary: This project is located adjacent to the married student housing on University Drive. This is not for improvements in the Northgate area.

The City of College Station and Texas A&M University have worked together to investigate ways to improve pedestrian safety on University Drive between Texas Avenue and South College Avenue. The resulting agreement was for the City of College Station to design and construct an 8' sidewalk on the north end of University Drive, and Texas A&M University will share 50% of the design and construction costs upon completion of the project. The design and construction of the project have previously been approved by council.

Budget & Financial Summary: Funds in the amount of \$136,400 are currently budgeted for this project in the Streets Capital Projects Fund. While the ILA is for a total maximum of \$170,000, it is anticipated that the project will be completed within the amount budgeted for the project. The funds for this project were transferred from ST0517 – general Sidewalk Improvement funds. These funds were authorized as part of the 2003 General Obligation Bond (GOB) referendum. Upon project completion, Texas A&M will reimburse the City for one half of the project costs.

Attachments:

1. Copy of ILA
2. Location Map

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

This Agreement (“Agreement”) is effective as of the 15th day of September, 2006, by and between **TEXAS A&M UNIVERSITY** (hereafter referred to as "**TEXAS A&M**"), a member of The Texas A&M University System, and the **CITY OF COLLEGE STATION** (hereafter referred to as "**COLLEGE STATION**").

WHEREAS, Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act, authorizes local governments to contract with each other to perform functions or services each party to the contract is authorized to perform individually; and

WHEREAS, COLLEGE STATION and **TEXAS A&M** each desire to enter into an Interlocal Agreement to provide funding for the construction and maintenance of a pedestrian sidewalk extending along University Drive from Texas Avenue to Polo Road and from Moore Avenue to South College (hereafter referred to as the “Sidewalk Project”); and

WHEREAS, COLLEGE STATION and **TEXAS A&M** agree that a portion of the contemplated Sidewalk Project is on **TEXAS A&M’s** main campus (“A&M Property”), under the control of the Board of Regents of The Texas A&M University System (“**TAMUS**”), subject only to the actions of the legislature of the State of Texas; and

WHEREAS, COLLEGE STATION and **TEXAS A&M** each represent it is authorized to enter into this Agreement;

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

SECTION I. PURPOSE OF AGREEMENT

1.1. The purpose of this Agreement is to establish the responsibilities of **TEXAS A&M** and **COLLEGE STATION** regarding the funding, construction and maintenance of the “Sidewalk Project” along University Drive.

SECTION II. TERM

2.1. This Agreement remains in effect until construction of the Sidewalk Project is completed, but in no event for more than two (2) years after the effective date of this Agreement.

SECTION III. PROJECT DESCRIPTION/DESIGN

3.1. The parties agree the precise layout and construction design of the Sidewalk Project will be subsequently determined based on the engineering designs to be provided by **COLLEGE STATION** as contemplated by this Agreement, in coordination with the Texas Department of Transportation (“**TxDOT**”). The Vice President for Facilities of Texas A&M University must approve such design. **COLLEGE STATION** will solicit bids for and manage construction of the Sidewalk Project.

3.2. The parties further agree the general layout of the Sidewalk Project will be in accordance with the description set forth and illustrated in "Exhibit "A", attached and incorporated into this Agreement.

SECTION IV. PROJECT RESPONSIBILITIES

4.1. COLLEGE STATION.

4.1.1. **COLLEGE STATION** will coordinate with **TxDOT** and **TEXAS A&M** regarding the Sidewalk Project activities performed by **COLLEGE STATION** as outlined in Section 3.1

4.2 TEXAS A&M.

4.2.1 **TEXAS A&M** understands and agrees that a portion of the Sidewalk Project will be constructed on A&M Property along the route described and illustrated in Exhibit "A".

4.2.2 **TEXAS A&M** further agrees to provide assistance as may be necessary during construction.

4.2.3 **TEXAS A&M** will identify and mark all utility lines which are located on A&M Property (including but not limited to gas, water, sewage and electrical) along the proposed location of the Sidewalk Project prior to commencement of construction.

SECTION V. PROJECT COSTS

5.1. The total cost of the Sidewalk Project must not exceed the estimated amount of One Hundred Seventy Thousand and No/100 Dollars (\$170,000.00), but actual bid amounts may be lower.

5.2. **COLLEGE STATION** agrees to pay one-half of the total costs of the Sidewalk Project based on the cost of construction listed in the bid award, as well as half the engineering costs of the project, but in no event more than Eighty-Five Thousand and No/100 Dollars (\$85,000.00).

5.3. **TEXAS A&M** agrees to pay one-half of the total costs of the Sidewalk Project based on the cost of construction listed in the bid award, as well as half the engineering costs of the project, but in no event more than Eighty-Five Thousand and No/100 Dollars (\$85,000.00).

5.4. All payments will be made from currently available revenues in a lump sum, within thirty (30) days from the award of construction bids, into a fund to be held, administered and disbursed by College Station.

SECTION VI. SIDEWALK MAINTENANCE

6.1. **TEXAS A&M** and **COLLEGE STATION** expressly agree **TEXAS A&M**, upon completion of the Sidewalk Project, will maintain the portion of the sidewalk that is located on **TEXAS A&M** property.

SECTION VII. MODIFICATION OF AGREEMENT

7.1. The terms and conditions of this Agreement may be modified at any time by the mutual consent of both parties. However, no amendment or modification to this Agreement is effective unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

SECTION VIII. WRITTEN NOTICE

8.1. Unless otherwise specified, written notice will be deemed to have been duly served if delivered in person to the individuals listed below or if it is delivered or sent certified mail to the business address below. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other party.

TEXAS A&M: Charles A. Sippial, Sr.
 Vice President for Facilities
 218 Administration Building
 College Station, TX 77843-1247

With a Copy to: Department of Contract Administration
 1260 TAMU
 College Station, TX 77843-1260

COLLEGE STATION: Mark Smith
 Public Works Director
 P.O. Box 9960
 101 Texas Avenue
 College Station, TX 77842

SECTION IX. STATE AGENCY

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

SECTION X. WAIVER

10.1. Failure of any party, at any time, to enforce a provision of this Agreement, in no way constitutes a waiver of that provision, nor in anyway affects the validity of this Agreement, any part of this Agreement, or the right of the party thereafter to enforce each and every provision of this Agreement. No term of this Agreement will be deemed waived or breach excused unless such waiver is in writing and signed by

the party claiming 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.

SECTION XI. INVALIDITY

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

SECTION XII. ENTIRE AGREEMENT

12.1. It is understood 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 **COLLEGE STATION** or **TEXAS A&M**, either before or after the execution of this Agreement, affects or modifies any terms or obligations of this Agreement.

SECTION XIII. CHOICE OF LAW

13.1. This Agreement is governed by the laws of the State of Texas.

SECTION XIV. PLACE OF PERFORMANCE

14.1. Performance of this Agreement is in Brazos County, Texas

SECTION XV. AUTHORITY

15.1. Each party has full power and authority to enter into and perform under 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 represent that they have authorization to sign on behalf of their respective entities.

SECTION XVI. AGREEMENT READ

16.1. Each party acknowledges that it has read, understands and intends to be bound by the terms and conditions of this Agreement.

SECTION XVII. MULTIPLE ORIGINALS

17.1. It is understood and agreed this Agreement may be executed in a number of identical counterparts with each deemed an original for all purposes.

17.2. **IN WITNESS OF THIS AGREEMENT, COLLEGE STATION and TEXAS A&M,** through their duly appointed agents, have executed this Agreement in duplicate originals.

EXECUTED this the _____ day of _____, 2006 by **TEXAS A&M.**

TEXAS A&M UNIVERSITY

By: _____

K. SUE REDMAN

Senior Vice President and Chief Financial Officer

RECOMMEND APPROVAL:

CHARLES A. SIPPIAL, SR.
Vice President for Facilities

APPROVED AS TO FORM:

TIMOTHY V. COFFEY
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

EXECUTED this the _____ day of _____, 2006 by **COLLEGE STATION.**

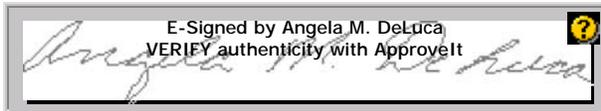
CITY OF COLLEGE STATION

By: _____
RON SILVIA
Mayor

ATTEST:

CONNIE HOOKS
City Secretary

APPROVED AS TO FORM:



College Station City Attorney

ACKNOWLEDGEMENTS

STATE Of TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **K. SUE REDMAN**, Senior Vice President and Chief Financial Officer, Texas A&M University, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2006.

Notary Public, State of Texas
My Commission Expires: _____

STATE Of TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RON SILVIA**, Mayor, City of College Station, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2006.

Notary Public, State of Texas
My Commission Expires: _____



**September 28, 2006
Consent Agenda Item
Annual Exemptions**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion to approve purchase requests for FY'07, 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 \$50,000.

Recommendation(s): Staff recommends approval of the purchase requests as listed.

Summary: The following are purchases that are exempt from competitive bidding in accordance with Local Government Code 252.022 (a) (7) (A); and other purchases greater than \$50,000 available from one source.

The following purchase requests are available from only one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(7) (A) Items that are available from only one source because of patents, copyrights, secret processes, or other natural monopolies:

U.S. Postmaster (postage - Utility Billing) FY07-\$110,000; FY06-\$110,000

U.S. Postmaster (postage - Print/Mail) FY07-\$110,000; FY06-\$110,000

The following purchase requests are available from one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(7) (D) captive replacement parts or components for equipment, computer software and hardware maintenance and equipment lease and maintenance:

EnRoute Emergency System LLC (formerly GEAC) (application software upgrade/maintenance - Public Safety System) FY07-\$126,500; FY06-\$123,775

Ikon Office Solutions (copier maintenance/lease) FY07-\$50,000; FY06-\$50,000

The following purchase requests are considered professional services and thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(4) procurement for personal, professional, or planning services:

Bickerstaff, Heath Attorneys (electric issues including condemnation) FY07-\$70,000; FY06-\$100,000

Bickerstaff, Heath Attorneys (water issues including condemnation) FY07-\$150,000; FY06-\$150,000

Mathews & Freeland (CCN/groundwater issues) FY07-\$150,000; FY06-\$150,000

Bickerstaff, Heath Attorneys (BVSWMA condemnations) FY07-\$75,000

Bruchez, Goss Attorneys (BVSWMA condemnations) FY07-\$50,000

CME Testing (geotechnical testing services) FY07-\$70,000; FY06-\$70,000

Buchanan Soil Mechanics (geotechnical testing services) FY07-\$60,000; FY06-\$60,000

Joe Orr Surveying (land surveying) FY07-\$65,000; FY06-\$65,000

JMP (land agent/acquisition) FY07-\$65,000; FY06-\$65,000

Jo Ann Mikeska Sette dba J. Mikeska & Co. (real estate appraisal services) FY07-\$100,000

Amateur Softball Association (sports official services - state league play) FY07-\$54,000; FY06-\$54,000

The following purchases are available from one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a) (7) (c) gas, water, and other utility service.

City of Bryan (utilities for Wells 1-6 & Sandy Point Pump Station) FY07-\$950,000; FY06-\$850,000

Verizon (local phone services) FY07-\$150,000; FY06-\$150,000

The following purchases are made pursuant to interlocal agreements with various agencies:

ILA with City of Bryan for Library services:

Bryan Public Library (operational expenses for CS Public Library) FY07-\$817,811; FY06-\$810,744

Bryan Public Library (Bryan and College Station book money) FY07-\$80,000; FY06-\$80,000

ILA with the Texas Building and Procurement Commission (State Contract):

Cingular Wireless (DIR)(wireless phone/data) FY07-\$100,000

Office Max (TxMAS)(office supplies) FY07-\$100,000

The following purchase requests are for mandated state fees to the Texas Commission on Environmental Quality (TCEQ), and the Brazos Valley Groundwater Conservation District.

TCEQ - formerly TNRCC (quarterly disposal and permitting fees - BVSWMA) FY07-\$350,000; FY06-\$250,000

TCEQ - formerly TNRCC (inspections/assessments, permitting fees - W/WW) FY07-\$50,000; FY06-\$50,000

BV Groundwater Conservation District FY07-\$150,000; FY06-\$130,000

Budget & Financial Summary: Funds are either available and budgeted for each of the listed purchase requests in the fiscal year 2006-2007 budget in various funds of the City or if necessary will be made available by proposing an appropriate budget amendment or contingency transfer.

Attachments: None

**September 28, 2006
Consent Agenda
Sewer CCN Settlement Agreement 1**

To: Mr. Glenn Brown, City Manager

From: Mr. John Woody, Director of Water Services Department

Agenda Caption: Presentation, possible action, and discussion requesting approval of a settlement agreement with Ms. Robin Melvin, which is the first of three agreements that will allow the City to pursue approval from TCEQ of our application to extend our sewer certificated area into the ETJ.

Recommendation: Staff recommends approval of the settlement agreement.

Summary: In September, 2005, the City applied to the Texas Commission on Environmental Quality (TCEQ) to extend our sewer Certificate of Public Convenience and Necessity (CCN) into the extra-territorial jurisdiction (ETJ). Several landowners within the area of this proposed CCN filed protests, requesting to be excluded from the City's CCN. A group of these landowners joined together and are represented by Ms. Robin Melvin. These properties combined are 7% of the total CCN acreage requested. Staff has completed negotiations with Ms. Melvin, and recommends Council approve this agreement, since excluding these landowners from our sewer CCN is in the best interest of the City.

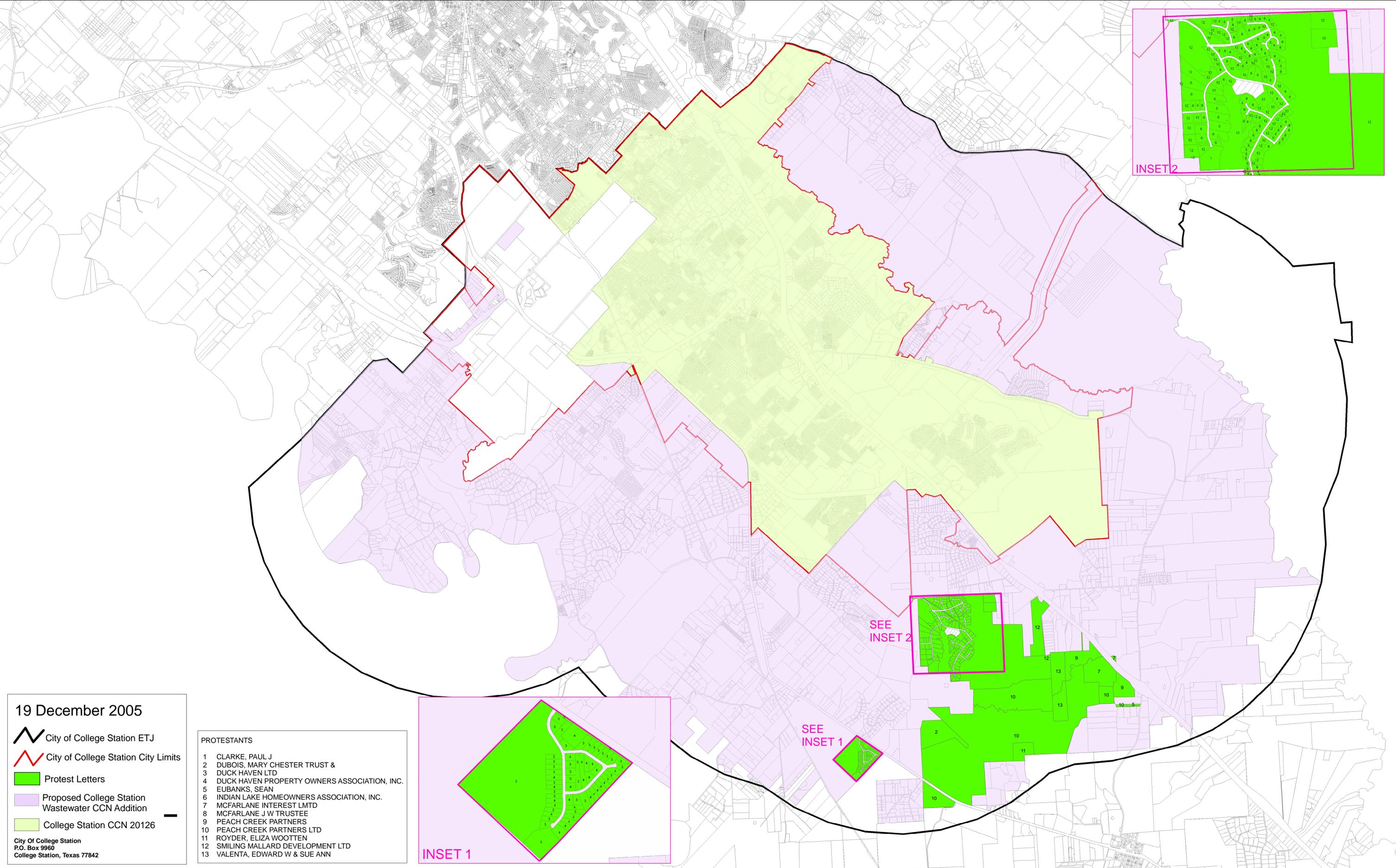
This settlement agreement is the first of three agreements to be presented to Council for consideration. Of the two future agreements, one of them will recommend excluding more acreage from the CCN request, but it will only be an additional 1%. If all three agreements are approved, then staff will move forward in the process of pursuing approval of the sewer CCN application from TCEQ.

Budget & Financial Summary: None.

Attachments:

Revised CCN Map

Settlement Agreement



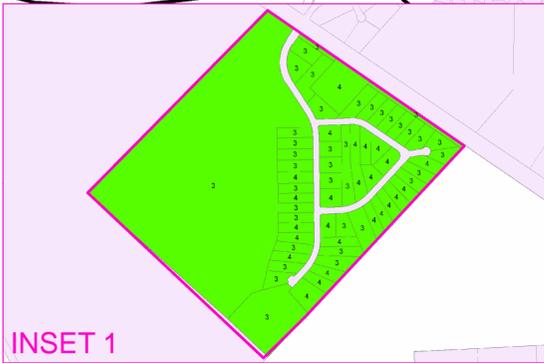
19 December 2005

-  City of College Station ETJ
-  City of College Station City Limits
-  Protest Letters
-  Proposed College Station Wastewater CCN Addition
-  College Station CCN 20126

City Of College Station
P.O. Box 9960
College Station, Texas 77842

PROTESTANTS

- 1 CLARKE, PAUL J
- 2 DUBOIS, MARY CHESTER TRUST &
- 3 DUCK HAVEN LTD
- 4 DUCK HAVEN PROPERTY OWNERS ASSOCIATION, INC.
- 5 EUBANKS, SEAN
- 6 INDIAN LAKE HOMEOWNERS ASSOCIATION, INC.
- 7 MCFARLANE INTEREST LMTD
- 8 MCFARLANE J W TRUSTEE
- 9 PEACH CREEK PARTNERS
- 10 PEACH CREEK PARTNERS LTD
- 11 ROYDER, ELIZA WOOTTEN
- 12 SMILING MALLARD DEVELOPMENT LTD
- 13 VALENTA, EDWARD W & SUE ANN



INSET 1



SEE INSET 2

SEE INSET 1

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into by and between the City of College Station, Texas ("College Station") and Peach Creek Partners, Ltd., McFarlane Interests, Ltd., Mary Dubois Trust and Pierre Dubois Trust (incorrectly referred to as the Mary Dubois and Lionel Pierre II Trust in the Contested Docket), Eliza Wootten Royder, Sean Eubanks, Edward W. and Sue Ann Valenta, J.W. McFarlane Trustee, Duck Haven Ltd., Duck Haven Homeowners Association, Inc. (incorrectly referred to as Duck Haven Property Owners Association, Inc. in the Contested Docket), Paul Clarke, Smiling Mallard Development Ltd., and Indian Lake Homeowners Association, Inc. ("Protestants") for the purposes and consideration set forth herein. College Station and Protestants are sometimes together referred to herein as the "Parties" and each a "Party."

RECITALS

WHEREAS, College Station is a home rule city, a municipal corporation organized and operating in accordance with the laws of the State of Texas; and

WHEREAS, Protestants own certain property (the "Property"), which property is more fully shown in the attached Exhibit "A"; and

WHEREAS, College Station filed with the Texas Commission on Environmental Quality (TCEQ) an application to amend Certificate of Convenience and Necessity No. 20126 ("CCN No. 20126") ("College Station Application"), which College Station Application is pending; and

WHEREAS, Protestants filed with the TCEQ a protest to the approval of the College Station Application; and

WHEREAS, the College Station Application has been docketed with the TCEQ and the State Office of Administrative Hearings as TCEQ Docket No. 2005-2092-UCR and SOAH Docket No. 582-06-1697 ("Contested Docket"), respectively; and

WHEREAS, College Station and Protestants mutually desire to resolve the dispute between them regarding the College Station Application; and

WHEREAS, College Station and Protestants mutually desire to enter into this Agreement setting forth the terms and conditions pursuant to which College Station will exclude the Property from the College Station Application and Protestants will withdraw their protests and requests for hearing.

NOW, THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in settlement of disputed claims, College Station and Protestants hereby agree as follows:

I.
Settlement of TCEQ Dispute

1.1 Within ten (10) business days after the Parties approve this Agreement, College Station will file an amendment to the College Station Application to exclude the Property from the College Station Application, such Property being identified on the map, photograph, or drawing attached as Exhibit "A". After approval of this Agreement, College Station will not amend the College Station Application to include the Property.

1.2 Within five (5) business days after Protestants receive notice from College Station that it has amended the College Station Application in the manner described in paragraph 1.1 above, Protestants will file a motion withdrawing their hearing requests and protests of College Station's Application, and requesting the ALJ dismiss the Protestants as Parties in the Contested Docket. After approval of this Agreement, Protestants will not take any action, directly or indirectly, protesting the College Station Application.

II.
Term and Termination of Agreement

2.1 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall remain in full force and effect until such time as the Commissioners or Executive Director of the TCEQ issues a final order on the College Station Application that does not include the Property within College Station's wastewater service area (TCEQ Order).

2.2 Notwithstanding anything in this Agreement to the contrary, in the event that the TCEQ Order is not entered, this Agreement shall automatically terminate and be of no further force and effect.

2.3 This Agreement may otherwise be terminated only upon written consent of Protestants and College Station.

III.
Miscellaneous

3.1 No agreements, other than this Agreement, now exist or have ever existed between College Station and Protestants concerning the subject matter of this Agreement.

3.2 This Agreement shall be binding on College Station and Protestants and shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement.

3.3 This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof. No modifications of this Agreement shall be of any force and effect whatsoever, except as by subsequent modification in writing signed by the Parties.

3.4 Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and the same shall be deemed to have been served and given if (i) delivered in person to the address set forth below for the Party to whom the notice is given or (ii) placed in the United States mail by certified mail, postage prepaid and return receipt requested, addressed to the party to whom the notice is given at the address set forth below. Notice shall be effective upon receipt.

The address for the City of College Station for all purposes under this Agreement and for all notices herein shall be:

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

The address for Protestants for all purposes under this Agreement and for all notices herein shall be:

Charles Ellison
The Ellison Law Firm
302 Holleman Drive East, Suite 76
College Station, Texas 77840

Peach Creek Partners, Ltd.
P.O. Box 591
Millican, Texas 77866
Attn: John E. McFarlane, Jr.

Robin A. Melvin
Graves, Dougherty, Hearon & Moody, P.C.
401 Congress Avenue, Suite 2200
Austin, Texas 78701

From time to time any Party may designate another address within the United States for all purposes of this Agreement by giving the other Parties not less than ten (10) calendar days advance notice of such change of address in accordance with the provisions hereof.

3.5 The section and paragraph headings contained in this Agreement are for reference purposes only and do not affect in any way the meanings or interpretations of this Agreement.

3.6 This Agreement is performable in Brazos County, Texas. Any action at law or in equity brought to enforce any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Brazos County, Texas.

3.7 In the event of a default hereunder by any Party, any other Party shall be entitled to seek damages, specific performance, injunctive relief, or any other remedy to which it might be entitled in law or at equity.

3.8 Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and the plural.

3.9 This Agreement was prepared and drafted jointly by legal counsel representing College Station and Protestants.

3.10 If any provision in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and in lieu thereof shall be substituted a new provision that is as near to the intent of the parties without being invalid, illegal or unenforceable.

3.11 The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

3.12 This Agreement may be executed in multiple originals, either copy of which shall be considered to be an original.

3.13 This Agreement shall be effective on the date of execution below.

3.14 The persons executing this Agreement covenant that they are fully authorized to sign under the name and in the capacity in which they sign.

3.15 The Parties agree that nothing in this Agreement shall create any third-party beneficiary rights for any person.

3.16 In the event of any suit between College Station and Protestants to enforce or interpret the terms of this Agreement or any suit concerning the subject matter of this Agreement, then the prevailing Party shall recover its reasonable attorney's fees, expert witness fees, and all other costs and expenses incurred in resolving the suit from the non-prevailing Party.

3.17 Time is of the essence in the performance of the terms of this Agreement.

EXECUTED, EFFECTIVE, AND AGREED TO by the parties hereto on the last date of execution by College Station and _____.

CITY OF COLLEGE STATION, TEXAS

By: _____
Name: Ron Silvia
Title: Mayor
Date: _____

ATTEST:

City Secretary

APPROVED:

Glenn Brown, City Manager

Carla A Robinson

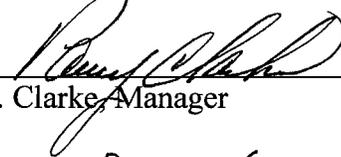
City Attorney

Jeff Kersten, Chief Financial Officer

PROTESTANTS:

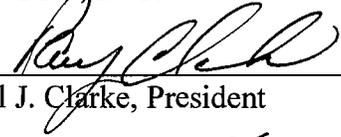
DUCK HAVEN, LTD.,
a Texas Limited Partnership

By: Duck Haven Management, LLC,
a Texas Limited Liability Company,
its General Partner

By: 
Paul J. Clarke, Manager

Date: 8-11-06

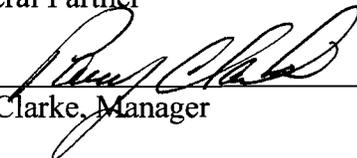
**DUCK HAVEN HOMEOWNERS
ASSOCIATION, INC.**

By: 
Paul J. Clarke, President

Date: 8-11-06

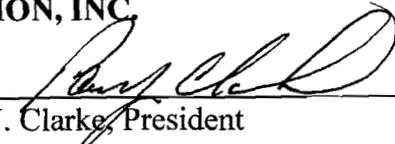
SMILING MALLARD DEVELOPMENT, LTD.,
a Texas limited partnership

By: Smiling Mallard Management, LLC,
a Texas Limited Liability Company,
its General Partner

By: 
Paul J. Clarke, Manager

Date: 8-11-06

**INDIAN LAKE HOMEOWNERS
ASSOCIATION, INC.**

By: 
Paul J. Clarke, President

Date: 8-11-06

PAUL J. CLARKE



Date: 8-11-06

PEACH CREEK PARTNERS, LTD.,
a Texas Limited Partnership

By: Peach Creek Development Corp.,
a Texas Corporation, its General Partner

By: 
John E. McFarlane, Jr., President

Date: 8/27/06

PEACH CREEK PARTNERS, LTD.,
a Texas Limited Partnership, as Successor in
Interest to **J.W. MCFARLANE, TRUSTEE**

By: Peach Creek Development Corp.,
a Texas Corporation, its General Partner

By: 
John E. McFarlane, Jr., President

Date: 8/27/06

McFARLANE INTERESTS, LTD.

By: East Texas Products, Inc.,
a Texas Corporation, its General Partner

By: 
John E. McFarlane, Sr., President

Date: Aug. 30, 2006

ELIZA WOOTTEN ROYDER

Eliza Wootten Royder

Date: August 21, 2006 Janet Royder Bunge
POA Eliza Royder

SEAN EUBANKS

Date: _____

EDWARD W. VALENTA

Date: _____

SUE ANN VALENTA

Date: _____

MARY DUBOIS & LIONEL PIERRE II TRUST

By: _____

Name: _____

Title: _____

Date: _____, 2006

ELIZA WOOTTEN RYDER

Date: _____

SEAN EUBANKS



Date: 9/12/06

EDWARD W. VALENTA

Date: _____

SUE ANN VALENTA

Date: _____

MARY DUBOIS & LIONEL PIERRE II TRUST

By: _____
Name: _____
Title: _____
Date: _____, 2006

ELIZA WOOTTEN RYDER

Date: _____

SEAN EUBANKS

Date: _____

EDWARD W. VALENTA

Edward W. Valenta

Date: 9-5-06

SUE ANN VALENTA

Sue Ann Valenta

Date: 9/5/06

~~**MARY DUBOIS & LIONEL PIERRE II TRUST**~~

~~By: _____~~

~~Name: _____~~

~~Title: _____~~

~~Date: _____, 2006~~

Mary DuBois Trust u/w/o WTC, Pierre DuBois Trust u/w/o WTC

Helen Runnells DuBois, Trustee

Helen Runnells DuBois
September 5, 2006

Date

Notary

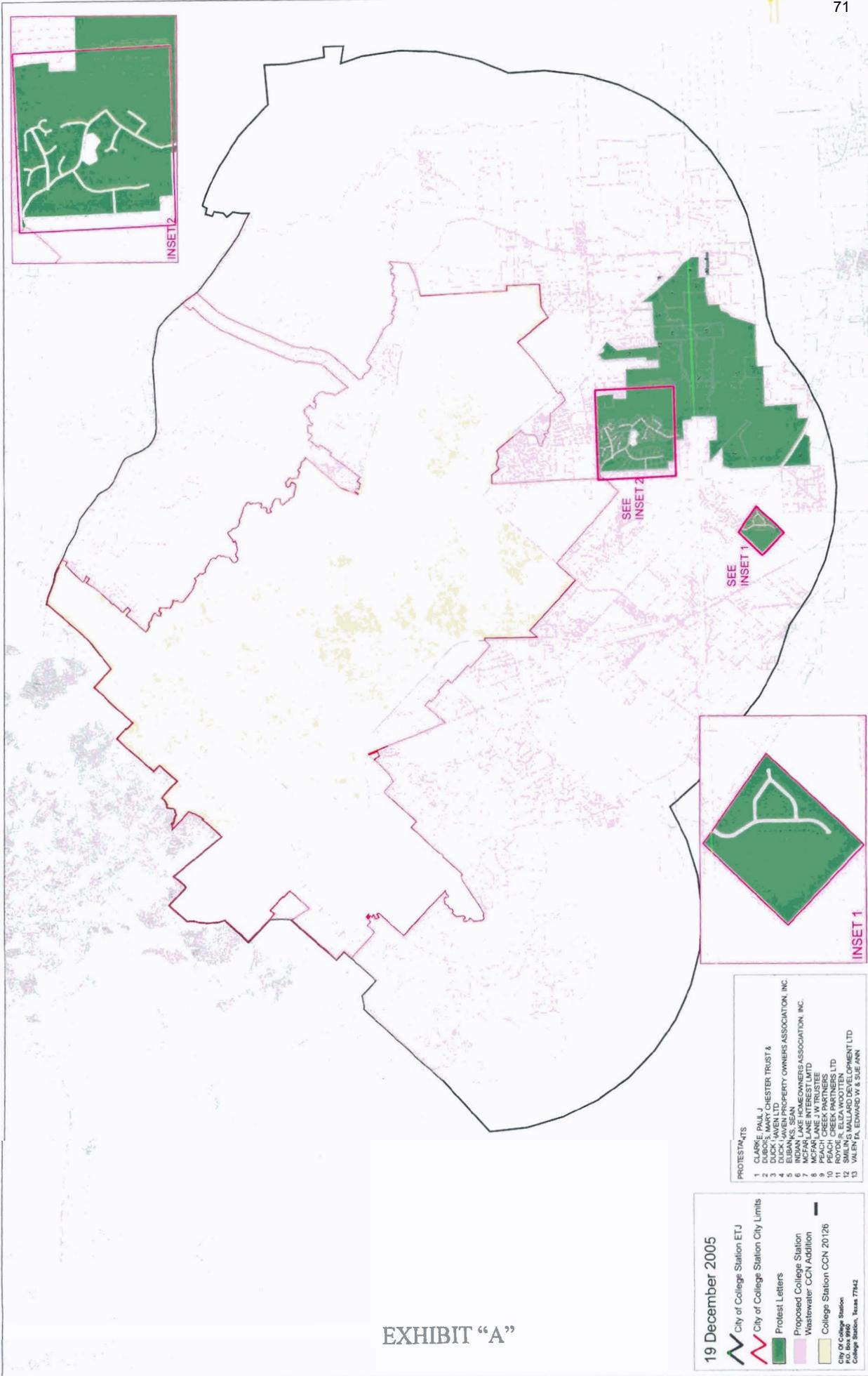
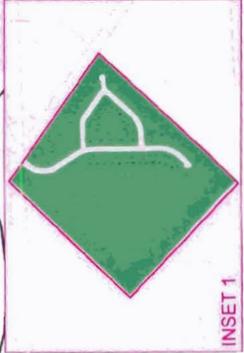
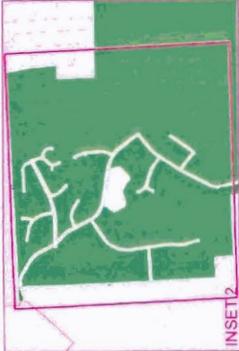


EXHIBIT "A"

19 December 2005

- City of College Station ETJ
 - City of College Station City Limits
 - Protest Letters
 - Proposed College Station Wastewater CCN Addition
 - College Station CCN 20126
- City of College Station
 P.O. Box 9800
 College Station, Texas 77842

- PROTEST LETTERS
- 1 CLARKE PAUL J
 - 2 DUBOIS MARY CHESTER TRUST &
 - 3 DUCK HAVEN LTD
 - 4 ELBANKS SEAN
 - 5 LAKESIDE LAKE HOMEOWNERS ASSOCIATION, INC.
 - 6 MCFARLANE INVESTMENT LTD
 - 7 PEACH CREEK PARTNERS
 - 8 PEACH CREEK PARTNERS LTD
 - 9 ROYAL INVESTMENTS LTD
 - 10 SMILING MALLARD DEVELOPMENT LTD
 - 11 VALEN FA EDWARD W & SUE ANN



September 28, 2006
Consent Agenda Item
Contract Renewal for Household Hazardous Waste Collection Services

To: Glenn Brown, Interim City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding approval of an annual renewal of contract #05-251 in an amount not to exceed \$179,474 with Clean Harbors to provide Household Hazardous Waste collection services.

Recommendation(s): Staff recommends approval of an annual renewal of contract #05-251 in an amount not to exceed \$179,474 with Clean Harbors.

Summary: This purchase is for collection and disposal services for household hazardous waste. The Brazos Valley Solid Waste Management Agency (BVSWMA) in cooperation with the City of Bryan and City of College Station Sanitation Division conducts a semi-annual event at the Brazos Center. These events (each spring and fall) allow individual households in the Brazos Valley to bring their household hazardous wastes to the Brazos Center free of charge. The contractor is responsible for disposing of these wastes in accordance with all local, state, and federal environmental laws. The contractor is also responsible for submitting to BVSWMA a detailed analysis of all the waste collected and the disposal methods used.

Clean Harbors Environmental Services, Inc. was the only responding bidder in 2005 for an annual contract to supply the City with collection, categorization, packaging, transportation, recycling and disposal services for household hazardous waste. This 2006 renewal in the amount of \$179,474.00 is the first of two optional annual renewals of the 2005 contract #05-251. This agreement will be good for the term of October 20, 2006 through October 19, 2007.

The next household hazardous waste event will be held on October 21, 2006.

Budget & Financial Summary: Funds are available and budgeted in the Brazos Valley Solid Waste Management Agency Fund.

Attachments:

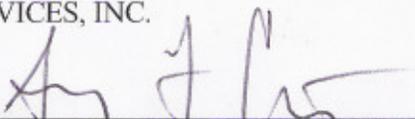
1. HHW Collection Contract Renewal

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew contract #05-251, for household hazardous waste collection services, in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning October 20, 2006 through October 19, 2007.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.



AUTHORIZED REPRESENTATIVE

9/6/06

DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

Connie Hooks, City Secretary

DATE

APPROVED:

Glenn D. Brown, City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

COMMONWEALTH
STATE OF TEXAS *Massachusetts*

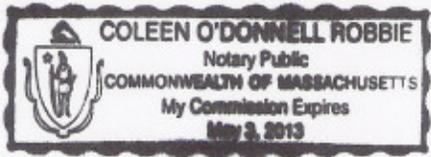
CORPORATE ACKNOWLEDGMENT

COUNTY OF Plymouth

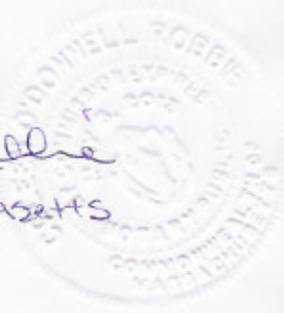
This instrument was acknowledged on the 6th day of September, 2006,

by George L. Curtis in his/her capacity as Sr. VP Pricing + Proposal of

Clean Harbors Environmental Services a TEXAS Corporation, on behalf of said corporation.
Inc.



Coleen O'Donnell Robbie
Notary Public in and for the
State of Texas - *Massachusetts*



STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2006,

by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas

home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

**September 28, 2006
Consent Agenda Item
Funding Agreement With Keep Brazos Beautiful**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY07 in the amount of \$55,000.

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

Summary: As part of the 2006-2007 budget process the City Council approved funding for the Keep Brazos Beautiful in the amount of \$55,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2006-2007 Sanitation Fund for the total amount of \$55,000. \$30,000 is to be used for the operations and maintenance of the Keep Brazos Beautiful next year. \$25,000 is to be used for beautification grants and projects of Keep Brazos Beautiful.

Attachments:

Keep Brazos Beautiful Funding Agreement

FUNDING AGREEMENT

This Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City") and Keep Brazos Beautiful, Incorporated, a Texas Non – Profit Corporation (hereinafter referred to as "Agency").

WHEREAS, the City has the objective of improving the environment of the community via litter abatement, beautification, and public education, and

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

WHEREAS, the City desires to assist Agency in providing litter abatement and beautification efforts;

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 The term "Agency" shall mean Keep Brazos Beautiful, Incorporated, a Texas Non-profit Corporation.
- 1.2 The term "City" shall mean the City of College Station, in the County of Brazos, and the State of Texas.
- 1.3 The term "Beautification Project" shall mean a project that improves the environment, reduces litter, and provides beautification or public education in College Station, Texas.
- 1.4 The term "Contract Quarter" shall refer 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.
- 1.5 The term "Financial Activity Report" shall mean a report which includes a summary of revenues and expenditures, and a summary of assets and liabilities to be submitted to the City on the form attached herein as Exhibit A.
- 1.6 The term "Narrative Summary of Activity Report" shall mean a report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Statement of Work to be submitted to the City on the form attached herein as Exhibit B.
- 1.7 The term "Performance Measure Report" shall mean a 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.

ARTICLE II
STATEMENT OF WORK

2.1 Agency shall promote and facilitate activities that enhance the beautification of the local area through education, community events, and litter abatement programs in the City of College Station. Agency agrees that no more than THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) from the City of College Station shall be spent for general operations of Agency to conduct such programs.

2.2 Agency shall provide Beautification Projects. Such project proposals shall be submitted to City in writing for approval. Upon written approval from City, Agency shall implement and complete the Beautification Project according to the requested timeline. Agency agrees that no more than TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) from the City of College Station shall be spent for Beautification Projects. Agency shall implement the following Beautification Projects:

A. FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) of Beautification Project funding shall be used for the purchase and distribution of wildflower seed to be spread in the City of College Station. Agency shall coordinate and obtain approval of the locations of distribution from the City Manager or his delegate prior to implementing project.

B. TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) of Beautification Project funding shall be used for the purchase of supplies, equipment, and services for the College Station Great American Cleanup event to be held in 2007. Agency shall submit and obtain approval of supplies, equipment and services from the City Manager or his delegate prior to implementing project.

C. EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00) of Beautification Project funding will be used for future Beautification Projects located in the City of College Station. Such projects shall be submitted for approval as stated in 2.2 above.

Agency understands and agrees that funding for future Beautification Projects, not specified in A. or B. above are to be approved in advance by City. City Manager or his/her delegate shall provide written approval of Beautification Projects prior to the implementation of projects or distribution of funds for said projects. Funds not utilized within the fiscal year are to remain in possession of 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 **FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)** to be paid as follows:

A. The total amount of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) shall be paid from the City's Sanitation Fund for the general operations of Agency. Payments will be made in four (4) equal quarterly installments of \$7,500.00. These appropriated funds shall be used during the period of October 1, 2006, to September 30, 2007.

B. The total amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be paid from the City's Sanitation Fund to be distributed as follows for Beautification Projects approved in writing in advance by City:

A. FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) of Beautification Project funding shall be used for the purchase and distribution of wildflower seed to be spread in the City of College Station in locations approved in advance by City Manager or his delegate. Agency shall submit invoice to City requesting payment for wildflower seeds. Payment shall be made within thirty (30) days of receipt of invoice.

B. TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) of Beautification Project funding shall be used for the purchase of supplies, equipment and services for the College Station Great American Cleanup event to be held in 2007. Agency shall submit and obtain approval by City Manager or his delegate for the supplies, equipment and services to be used with such project. Agency shall then submit invoice to City requesting payment for the purchase of supplies, equipment and services for the College Station Great American Cleanup event. Payment shall be made within thirty (30) days of receipt of invoice.

C. EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00) of Beautification Project funding shall be used for future Beautification Projects located in the City of College Station that are approved in writing and in advance by City Manager or his delegate prior to payment. Agency shall submit invoices to City requesting payment for Beautification Projects. Payment shall be made within thirty (30) days of receipt of invoice.

Agency understands and agrees that all Beautification Projects are to be approved in advance by City. City Manager or his/her delegate shall provide written approval of Beautification Projects prior to the implementation of projects or distribution of funds for said projects. Funds not utilized within the fiscal year remain in possession of City.

3.2 Funding will also 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, October 30th of each contract year).

3.3 City may withhold further allocations 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.

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 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 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. 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, ch. 552, as hereafter 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 of City, or designee, for additional information relating to the activities performed under this Agreement.

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

4.8 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.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 The City shall have the option to recommend one appointee for any one 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 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular 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.

5.3 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.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on October 1, 2006, and terminate at midnight on October 31, 2007. However, the program period shall commence on October 1, 2006, and terminate at midnight on September 30, 2007. 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 Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to Section 6.2(a), City agrees to reimburse Agency for any contractual obligations of Agency undertaken by Agency 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 I above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(c) Further, upon termination pursuant to §6.2(a), 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 of a request from City, 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. This Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) The termination of the legal existence of Agency;
- (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;
- (c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- (d) 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 the 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 In the event that this Agreement is terminated pursuant to §§6.3 or 6.4, 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 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

**ARTICLE VIII
GENERAL PROVISIONS**

8.1 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 that 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 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 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 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 or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, 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 nondiscrimination requirement.

8.5 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 or disability.

8.6 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 provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 The parties to this Agreement agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel 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.

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

8.10 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

8.11 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.

8.12 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.

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

8.14 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.

8.15 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.

8.16 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.

8.17 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.

8.18 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: Finance and Strategic Planning
1101 Texas Avenue
College Station, Texas 77840

Agency: Keep Brazos Beautiful, Incorporated
1737 Briarcrest Drive, Ste. 12
Bryan, Texas 77802

Executed this the 15 day of September, 2006.

KEEP BRAZOS BEAUTIFUL, INCORPORATED

CITY OF COLLEGE STATION

By: Laura Tankersley
Printed Name: LAURA TANKERSLEY
Title: Executive Director
Date: September 15, 2006

By: _____
Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager

Date

Amalia M DeLuca

City Attorney

Date

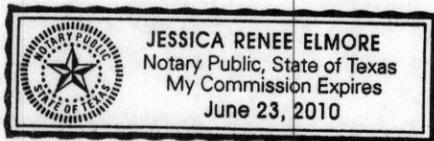
Jeff Kersten, Chief Financial Officer

Date

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 15th day of September, 2006, by Laura Tankersley in his/her capacity as Executive Director of Keep Brazos Beautiful, Incorporated.



Jessie R. Elmore

Notary Public in and for
the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2006, by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Contract No. 07-017

**Exhibit A
Financial Activity Report**

Agency Name: _____

Quarter: _____

Income Statement

Revenue Source	Agency Actual
Income	
Fees	
Net Sales	
Contributions	
Individual	
Board	
Foundations/trusts	
Special events	
Organizations	
Civic	
Corporate	
Government Revenue	
City of College Station	
City of Bryan	
Brazos County	
Federal	
State	
School district	
Other Local Sources	
Investment Income (div.,int.,cap gains)	
Other:	
In-kind contributions	
Total Income	

**Exhibit A
Financial Activity Report**

Agency Name: _____

Quarter: _____

Expense Report

Expense Account	Agency Actual
Salaries & Benefits	
Supplies	
Maintenance	
Purchased Services	
Capital Outlay	
Other:	
In-kind expenses	
Total operating Expenses	

Surplus (Deficit)

Fiscal Year	Agency actual
Income/ expenses =	

Explain income statement deficits on an attached sheet.

**Exhibit A
Financial Activity Report**

Agency Name: _____

Quarter: _____

LIABILITIES AND FUND BALANCE

	<u>(current quarter as of)</u>	<u>(prior quarter as of)</u>
CURRENT LIABILITIES		
Accounts payable	_____	_____
Current portion of long-term debt	_____	_____
Deferred revenue	_____	_____
TOTAL CURRENT LIABILITIES	=====	=====
LONG-TERM DEBT, less current portion	_____	_____
TOTAL LIABILITIES	_____	_____
FUND BALANCE	_____	_____
Unrestricted	_____	_____
Temporarily restricted	_____	_____
Permanently restricted	_____	_____
TOTAL FUND BALANCE	=====	=====
TOTAL LIABILITIES AND FUND BALANCE	=====	=====

("TOTAL ASSETS" MUST EQUAL "TOTAL LIABILITIES AND FUND BALANCE")

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of your prior year.

Exhibit B
Narrative Summary of Activity Report

Please provide a narrative summary of the activities funded with the money from the City of College Station. Use additional sheets if more space is needed.

Keep Brazos Beautiful, Incorporated

Description & Budget Explanation:

Keep Brazos Beautiful, Incorporated will increase interest in conservation of resources, reduce litter, improve cleanliness, safety, and sanitation in College Station, Texas as well as preserve vegetation and trees.

Yearly Budget Summary	FY 04	FY 05	FY 06	FY 07
	Actual	Actual	Actual	Estimate
	\$65,000	\$45,000	\$45,000	\$55,000
Quarterly Budget Summary	Quarter 1	Quarter 2	Quarter 3	Quarter 4
	Proposed	Proposed	Proposed	Proposed
	\$7,500	\$7,500	\$7,500	\$7,500

** \$25,000 will be distributed per the contract as beautification projects are identified and completed

Program Name: Keep Brazos Beautiful, Incorporated

Service Level:

Keep Brazos Beautiful, Incorporated will increase interest in conservation of resources, reduce litter, improve cleanliness, safety, and sanitation in College Station, Texas as well as preserve vegetation and trees.

Performance Measures:	Quarter 1	Quarter 2	Quarter 3	Quarter 4
	Actual	Proposed	Proposed	Proposed
Number of litter abatement programs				
Number of conservation programs				
Litter Index				
Number of Memorial Trees planted in City				
Number of beautification programs				

**September 28, 2006
Consent Agenda Item
Arts Council Budget and
Funding Agreements With Arts Council of Brazos Valley**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on approving the budget of the Arts Council of Brazos Valley; and presentation, possible action and discussion on three (3) funding agreements between the City of College Station and the Arts Council of Brazos Valley for FY07 totaling \$440,000.

Recommendation(s): Staff recommends approval of the Arts Council budget and approval of the funding agreements.

Summary: As part of the 2006-2007 budget process the City Council approved funding for the Arts Council of Brazos Valley in the amount of \$440,000.

Of this total, \$140,000 is from the General Fund for operations and maintenance of the Arts Council. \$100,000 is from the Hotel Tax fund for operations and maintenance associated with the administration of Hotel Tax funds. Finally, \$200,000 is from the Hotel Tax fund for affiliate grants.

State law requires that the City Council adopt the budget of any organization that is to be funded through the Hotel Tax.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2006-2007 General Fund in the amount of \$140,000 and the Hotel Tax Fund Budget in the amount of \$300,000.

Attachments:

Arts Council of Brazos Valley Budget

Arts Council of Brazos Valley Hotel Tax Fund O&M Funding Agreement

Arts Council of Brazos Valley Hotel Tax Fund Affiliate Funding Agreement

Arts Council of Brazos Valley General Fund Funding Agreement

**Arts Council of Brazos Valley
Budget Report by Month
October 2006 through September 2007**

64

TOTAL

	Oct '06	Nov '06	Dec '06	Jan '07	Feb '07	Mar '07	Apr '07	May '07	Jun '07	Jul '07	Aug '07	Sep '07	Oct '06 - Sep '07
5272 · Computer Expenses	625	0	0	625	0	0	625	0	625	0	0	0	2,500.00
5275 · Credit Card Charges	75	75	75	75	75	75	75	75	75	75	75	75	900.00
5350 · Staff & Board Development	333	333	333	333	333	333	333	333	333	333	333	333	4,000.00
5480 · Equipment Purchases	250	250	250	0	250	250	0	250	250	250	250	250	2,500.00
5500 · Insurance	458	458	458	458	458	458	458	458	458	458	458	458	5,500.00
5525 · Janitorial Services	167	167	167	167	167	167	167	167	167	167	167	167	2,000.00
5570 · Memberships & Subscriptions	125	125	125	125	125	125	125	125	125	125	125	125	1,500.00
5610 · Office Supplies	625	625	625	625	625	625	625	625	625	625	625	625	7,500.00
5650 · Postage	333	333	333	333	333	333	333	333	333	333	333	333	4,000.00
5680 · Mortgage	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	42,000.00
5690 · Pest Control	45	45	45	45	45	45	45	45	45	45	45	45	540.00
5720 · Equipment Maintenance & Rental	250	250	250	250	250	250	250	250	250	250	250	250	3,000.00
5750 · In-Kind Contributions	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5860 · Security	0	0	0	0	0	0	240	0	0	0	0	0	240.00
5870 · Telephone	500	500	500	500	500	500	500	500	500	500	500	500	6,000.00
5950 · Utilities	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000.00
Total Administrative Expenses	9,042	8,417	8,417	12,892	8,417	8,417	9,032	8,417	8,417	9,042	8,417	8,418	107,350.00

Gallery Expenses	1,083	13,000.00											
7900 · Gallery Related Expense	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	13,000.00
Total Gallery Expenses	1,083	13,000.00											

Program Expenses	0	0	0	0	3,000.00								
4030 · Scholarships Awarded	0	0	0	0	0	0	0	0	0	0	0	0	3,000.00
4129 · Celebrating the Arts	0	0	0	0	0	0	0	0	0	0	0	0	7,000.00
4221 · Website Maintenance	813	813	813	813	813	813	813	813	813	813	813	813	9,750.00
4226 · Marketing	4,500	3,100	1,700	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	21,000.00
4227 · Permanent Collection	333	333	333	333	333	333	333	333	333	333	333	333	4,000.00
4301 · Veterans Memorial	0	0	0	0	0	0	0	0	20,000	0	0	0	20,000.00
Total Program Expenses	5,646	4,246	2,846	2,446	2,446	2,446	2,446	2,446	22,446	2,446	2,446	9,446	64,750.00

Grants	750	500	500	500	500	500	500	500	500	500	500	500	6,250.00
0230 · Mini Grants	750	500	500	500	500	500	500	500	500	500	500	500	6,250.00
0250 · Designated Grants	1,000	1,000	16,000	1,000	1,000	1,000	1,000	12,500	12,500	1,000	1,000	1,000	50,000.00
Grants	0	0	40,254	25,254	24,254	23,554	21,829	20,329	17,829	16,833	9,864	200,000.00	200,000.00
Total Grants	1,750	1,500	16,500	41,754	26,754	25,754	25,054	34,829	33,329	19,329	18,333	11,364	256,250.00

**Arts Council of Brazos Valley
Budget Report by Month
October 2006 through September 2007**

	Oct '06	Nov '06	Dec '06	Jan '07	Feb '07	Mar '07	Apr '07	May '07	Jun '07	Jul '07	Aug '07	Sep '07	Oct '06 - Sep '07	TOTAL
Outdoor Sculpture Exhibits														
4250 - Outdoor Sculp. Maintenance	250	250	250	250	250	250	250	250	250	250	250	250	250	3,000.00
4290 - Public Art Purchase	0	0	0	0	0	0	40,000	0	0	0	0	0	0	40,000.00
Total Outdoor Sculpture Exhibits	250	250	250	250	250	250	250	250	250	250	250	250	250	43,000.00
	32,332	30,057	43,657	72,986	53,511	52,511	52,426	64,586	80,086	46,711	45,090	45,122		659,077.68
NET INCOME	58,268	8,848	-5,057	-386	-22,606	-16,911	73,174	-20,681	-44,486	26,822	-9,551	-6,888		544.32

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT
AND USE OF HOTEL TAX REVENUE**

THIS AGREEMENT is made between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the "City"), and the Arts Council of Brazos Valley, a Texas Non-Profit Corporation (hereinafter referred to as the "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, TEXAS TAX CODE §351.101(a) authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue use 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; and

WHEREAS, Agency is well equipped to perform those activities; and

WHEREAS, TEXAS 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;

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 The term "Agency" shall mean 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 The term "City" shall mean the City of College Station, in the County of Brazos, and the State of Texas.

Contract No. 07-020 1
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ACBV HOT O&M funding agreement.doc
9/6/2006

1.3 The term "Contract Quarter" shall refer 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 The term "Program Report" shall mean a report as required by Texas Tax Code §351.108 listing each of the Agency's scheduled activity, program, or event that: is directly funded with Hotel Tax Revenue or has its administrative costs funded in whole or in part by the Hotel Tax Revenue and is directly enhancing and promoting tourism and the convention and hotel industry. Such report shall be submitted on the form attached herein as Exhibit A.

1.5 The term "Financial Activity Report" shall mean a quarterly report which includes a summary of Agency's revenues and expenditures, and a summary of Agency's assets and liabilities to be submitted to the City on the form attached herein as Exhibit B.

1.6 The term "Financial Records" shall mean invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.7 The term "Hotel Tax Revenue" shall mean 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 Texas 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.

1.8 The term "Narrative Summary of Activity Report" shall mean 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 C.

1.9 The term "Performance Measure Report" shall mean 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 D.

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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), to be paid as follows:

A. the total amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) from the City's Hotel Tax Revenue. Payment will be made in twelve (12) monthly installments of \$8,333.33 each.

2.2 Monthly payments will be dependent upon the City receiving all reports required herein from the Agency. Quarterly reports are due no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th, of each contract year.)

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 allocations if City determines that expenditures of Agency deviate materially from their approved budget 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 manage or supervise the programs and activities funded with Hotel Tax Revenue. Agency further 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 TEXAS TAX CODE §351.101(a).

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for Agency's day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promoting of: tourism and the convention and hotel industry and 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.

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 above.

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. Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City an annual budget to be approved by the City Council for each fiscal year, for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, 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, TEXAS 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 Agency shall maintain such records, accounts, reports, files or other documents for a minimum of five (5) years after the expiration of this agreement. City's right to access Agency's files shall continue during this 5 year period and for as long as the records are retained by Agency.

4.5 Upon written request of the College Station City Council, or other person, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that 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.

Contract No. 07-020 4

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4.6 Program Report. Agency understands that such report shall be completed in its entirety and the original report shall be submitted to the City prior to funds being disbursed.

4.7 Quarterly Reports.

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

- (1). Financial Activity Report.
- (2). Narrative Summary of Activity Report.
- (3). Performance Measure Report.

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

4.9 The Financial Activity Report, Narrative Summary of Activity Report and Performance Measure 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.)

4.10 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.

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

4.12 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.

**ARTICLE V
AGENCY BOARD OF DIRECTORS**

5.1 The City shall have the option to recommend one appointee for any one 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 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular meeting. Said notification should be in writing via Contract No. 07-020 5

facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting.

5.3 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.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on October 1, 2006 and terminate at midnight on October 31, 2007. However, the program period shall commence on October 1, 2006 and terminate at midnight on September 30, 2007. Only those expenditures authorized by Chapter 351 of the Texas 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 Without Cause.

A. This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

B. In the event this Agreement is terminated by either party pursuant to §6.2(a), City agrees to reimburse Agency for any contractual obligations undertaken by Agency 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 and 3.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

C. Further, upon termination pursuant to §6.2(a), 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 Texas 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 3.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

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

- A. The termination of the legal existence of Agency;
- 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;
- C. The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- D. 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.
- E. The failure of Agency to submit a Quarterly Financial Activity Report as required by Texas Tax Code §351.101(c) 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 In the event that this Agreement is terminated pursuant to §§6.3 or 6.4, 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 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

**ARTICLE VIII
INSURANCE**

- 8.1 Agency shall be covered by insurance as listed in Exhibit E - Insurance Coverage and Limit Requirements.**
- 8.2 City must be named as an additional insured on all policies (except Worker's Compensation) and Certificates of Insurance shall be attached herein as Exhibit F.**

**ARTICLE IX
GENERAL PROVISIONS**

9.1 Subcontract for Performance of Services. 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 §3.1 above. In the event that 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 and to TEX. TAX CODE Chapter 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and Hotel Tax Revenue.

9.2 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.

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9.3 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 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 or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, 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 nondiscrimination requirement.

9.5 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 or disability.

9.6 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 provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 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.

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

9.9 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

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

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

9.14 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 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 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 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: Finance and Strategic Planning
1101 Texas Avenue
College Station, Texas 77840

Agency: Arts Council of Brazos Valley
2275 Dartmouth Street
College Station, Texas 77840

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2006 by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

**Exhibit A
Hotel Tax Revenue Program Report**

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize funds associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
1.			
2.			
3.			
4.			
5.			

**Exhibit A
Hotel Tax Revenue Program Report**

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize each amount associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
6.			
7.			
8.			
9.			
10.			

**Exhibit B
Financial Activity Report**

Agency Name: _____

Quarter: _____

Income Statement

Revenue Source	Agency Actual (Non Hotel Tax Revenue)	Agency Actual (Hotel Tax Revenue)	Quarterly Total
Income			
Fees			
Net Sales			
Contributions			
Individual			
Board			
Foundations/trusts			
Special events			
Organizations			
Civic			
Corporate			
Government Revenue			
City of College Station			
City of Bryan			
Brazos County			
Federal			
State			
School district			
Other Local Sources			
Investment Income (div.,int.,cap gains)			
Other:			
In-kind contributions			
Total Income			

**Exhibit B
Financial Activity Report**

Agency Name: _____

Quarter: _____

Expense Report

Expense Account	Agency Actual (Non Hotel Tax Revenue)	Agency Actual (Hotel Tax Revenue)	Total
Salaries & Benefits			
Supplies			
Maintenance			
Purchased Services			
Capital Outlay			
Other:			
In-kind expenses			
Total operating Expenses			

Surplus (Deficit)

Fiscal Year	Agency Actual (non Hotel Tax revenue)	Agency Actual (Hotel Tax revenue)	Total
Income/ expenses =			

Explain income statement deficits on an attached sheet.

**Exhibit B
Financial Activity Report**

Agency Name: _____

Quarter: _____

(current quarter as of) (prior quarter as of)

ASSETS

CURRENT ASSETS

Cash and cash equivalents	_____	_____
Investments	_____	_____

Receivables	_____	_____
	_____	_____
	_____	_____

Prepaid expenses	_____	_____
------------------	-------	-------

TOTAL CURRENT ASSETS	_____	_____
-----------------------------	--------------	--------------

Property and equipment	_____	_____
Accumulated depreciation	_____	_____

TOTAL PROPERTY AND EQUIPMENT	_____	_____
-------------------------------------	--------------	--------------

OTHER ASSETS	_____	_____
---------------------	-------	-------

<i>TOTAL ASSETS</i>	=====	=====
----------------------------	--------------	--------------

**Exhibit B
Financial Activity Report**

Agency Name: _____

Quarter: _____

LIABILITIES AND FUND BALANCE

	<u>(current quarter as of)</u>	<u>(prior quarter as of)</u>
CURRENT LIABILITIES		
Accounts payable	_____	_____
Current portion of long-term debt	_____	_____
Deferred revenue	_____	_____
TOTAL CURRENT LIABILITIES	=====	=====
LONG-TERM DEBT, less current portion	_____	_____
	_____	_____
TOTAL LIABILITIES	=====	=====
FUND BALANCE		
Unrestricted	_____	_____
Temporarily restricted	_____	_____
Permanently restricted	_____	_____
TOTAL FUND BALANCE	=====	=====
TOTAL LIABILITIES AND FUND BALANCE	=====	=====

(“TOTAL ASSETS” MUST EQUAL “TOTAL LIABILITIES AND FUND BALANCE”)

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of month..

Exhibit C
Narrative Summary of Activity Report

Please provide a narrative summary of the activities funded with the Hotel Tax Revenue.
Use additional sheets if more space is needed.

**Exhibit D
Performance Measure Report**

CULTURAL ARTS			
ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation:			
The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06	FY 07	FY 07
	Actual	Approved	1st 3 months
College Station Budget Summary			
General Fund	\$240,000	\$140,000	
Hotel Tax Fund		\$100,000	

Program Name: Administrative and Information Services

Service Level: To provide information, administrative support, coordination and assistance to groups, organizations and individuals.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	1st 3 months
Effectiveness			
- Annual percent increase of information requests.			
- Monthly circulation of artiFACTS.			
Efficiency			
- No. of daily phone calls requesting information about programs and services.			
- No. of artiFACTS newsletters			
- Cost per newsletter.			
- Amount of staff time needed to complete calendar.			
- No. of activities on monthly calendar.			
- No. of local and area media carriers receiving calendars.			
- No. of Art Spots aired daily on KAMU-FM reaching approximately 25,000 per airing.			
Output			
- No. of telephone requests for information.			
- No. of newsletters.			
- No. of newsletters in circulation.			
- No. of artFAX sent to hotels and motels.			
- No. of hotels and motels.			
- No. of calendars.			
- No. of activities promoted on calendars.			
- No. of Art Spots recorded.			
- No. of group promotional spots.			
- No. of tickets sold.			
- No. of organizations represented.			

**Exhibit D
Performance Measure Report**

CULTURAL ARTS			
ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation:			
The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06	FY 07	FY 07
	Actual	Approved	1st 6 months
College Station Budget Summary			
General Fund	\$240,000	\$140,000	
Hotel Tax Fund		\$100,000	

Program Name: Administrative and Information Services

Service Level: To provide information, administrative support, coordination and assistance to groups, organizations and individuals.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	1st 6 months
Effectiveness			
- Annual percent increase of information requests.			
- Monthly circulation of artiFACTS.			
Efficiency			
- No. of daily phone calls requesting information about programs and services.			
- No. of artiFACTS newsletters			
- Cost per newsletter.			
- Amount of staff time needed to complete calendar.			
- No. of activities on monthly calendar.			
- No. of local and area media carriers receiving calendars.			
- No. of Art Spots aired daily on KAMU-FM reaching approximately 25,000 per airing.			
Output			
- No. of telephone requests for information.			
- No. of newsletters.			
- No. of newsletters in circulation.			
- No. of artFAX sent to hotels and motels.			
- No. of hotels and motels.			
- No. of calendars.			
- No. of activities promoted on calendars.			
- No. of Art Spots recorded.			
- No. of group promotional spots.			
- No. of tickets sold.			
- No. of organizations represented.			

**Exhibit D
Performance Measure Report**

CULTURAL ARTS			
ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation:			
The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06	FY 07	FY 07
	Actual	Approved	1st 9 months
College Station Budget Summary			
General Fund	\$240,000	\$140,000	
Hotel Tax Fund		\$100,000	

Program Name: Administrative and Information Services

Service Level: To provide information, administrative support, coordination and assistance to groups, organizations and individuals.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	1st 9 months
Effectiveness			
- Annual percent increase of information requests.			
- Monthly circulation of artiFACTS.			
Efficiency			
- No. of daily phone calls requesting information about programs and services.			
- No. of artiFACTS newsletters			
- Cost per newsletter.			
- Amount of staff time needed to complete calendar.			
- No. of activities on monthly calendar.			
- No. of local and area media carriers receiving calendars.			
- No. of Art Spots aired daily on KAMU-FM reaching approximately 25,000 per airing.			
Output			
- No. of telephone requests for information.			
- No. of newsletters.			
- No. of newsletters in circulation.			
- No. of artFAX sent to hotels and motels.			
- No. of hotels and motels.			
- No. of calendars.			
- No. of activities promoted on calendars.			
- No. of Art Spots recorded.			
- No. of group promotional spots.			
- No. of tickets sold.			
- No. of organizations represented.			

**Exhibit D
Performance Measure Report**

CULTURAL ARTS ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation:			
The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06 Actual	FY 07 Approved	FY 07 Actual
College Station Budget Summary			
General Fund	\$240,000	\$140,000	
Hotel Tax Fund		\$100,000	

Program Name: Administrative and Information Services

Service Level: To provide information, administrative support, coordination and assistance to groups, organizations and individuals.

Performance Measures:	FY 06 Actual	FY 07 Approved	FY 07 Actual
Effectiveness			
- Annual percent increase of information requests.			
- Monthly circulation of artiFACTS.			
Efficiency			
- No. of daily phone calls requesting information about programs and services.			
- No. of artiFACTS newsletters			
- Cost per newsletter.			
- Amount of staff time needed to complete calendar.			
- No. of activities on monthly calendar.			
- No. of local and area media carriers receiving calendars.			
- No. of Art Spots aired daily on KAMU-FM reaching approximately 25,000 per airing.			
Output			
- No. of telephone requests for information.			
- No. of newsletters.			
- No. of newsletters in circulation.			
- No. of artFAX sent to hotels and motels.			
- No. of hotels and motels.			
- No. of calendars.			
- No. of activities promoted on calendars.			
- No. of Art Spots recorded.			
- No. of group promotional spots.			
- No. of tickets sold.			
- No. of organizations represented.			

EXHIBIT E
CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Items required are indicated with an "X"

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

Claims made policies are *acceptable on this line of coverage**

EXHIBIT E
CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

Must have an *Extended Reporting Period Endorsement**

Pollution Liability

Coverage Limit **minimum** \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit **minimum** should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Exhibit F
Certificates of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2006

PRODUCER (979)764-8444 FAX (979)694-7603
Dexter & Company of Central Texas, Inc.
1509 Emerald Parkway
Suite 103
College Station, TX 77845

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ARTS COUNCIL OF THE BRAZOS VALLEY
2275 DARTMOUTH
COLLEGE, TX 77840

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Maryland Casualty Company	19356
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS042507971	09/01/2006	09/01/2007	EACH OCCURRENCE	\$ 1,000,000	
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000		
		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		
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT	\$				
			OTHER THAN EA ACC	\$				
			AUTO ONLY: AGG	\$				
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		EACH OCCURRENCE	\$				
			AGGREGATE	\$				
				\$				
				\$				
				\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		WC STATU-TORY LIMITS	OTH-ER				
			E.L. EACH ACCIDENT	\$				
			E.L. DISEASE - EA EMPLOYEE	\$				
			E.L. DISEASE - POLICY LIMIT	\$				
	OTHER							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

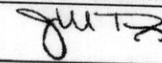
CERTIFICATE HOLDER

City of College Station
Susan Manna
1101 Texas Avenue
College Station, TX 77868

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
James Davis/PRISTI



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT
AND USE OF HOTEL TAX REVENUE**

THIS AGREEMENT is made between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the "City"), and the Arts Council of Brazos Valley, a Texas Non-Profit Corporation (hereinafter referred to as the "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, TEXAS TAX CODE §351.101(a) authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue use 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; and

WHEREAS, Agency is well equipped to perform those activities; and

WHEREAS, TEXAS 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;

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 The term "Affiliate" shall mean the affiliates of the Arts Council of Brazos Valley, which have been identified as listed on Exhibit A.

1.2 The term "Agency" shall mean 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.

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1.3 The term "City" shall mean the City of College Station, in the County of Brazos, and the State of Texas.

1.4 The term "Contract Quarter" shall refer 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.

1.5 The term "Program Report" shall mean a report as required by Texas Tax Code §351.108 listing each of the Affiliate's scheduled activity, program, or event that: is directly funded with Hotel Tax Revenue or has its administrative costs funded in whole or in part by the Hotel Tax Revenue and is directly enhancing and promoting tourism and the convention and hotel industry. Such report shall be submitted on the form attached herein as Exhibit B.

1.6 The term "Financial Activity Report" shall mean a quarterly report which includes a summary of Agency's and Affiliate's revenues and expenditures, and a summary of Agency's and Affiliate's assets and liabilities to be submitted to the City on the form attached herein as Exhibit C.

1.7 The term "Financial Records" shall mean invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.8 The term "Hotel Tax Revenue" shall mean 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 Texas 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.

1.9 The term "Narrative Summary of Activity Report" shall mean the quarterly summary report of the activities of Agency and Affiliate including a summary of how funds from City have been utilized to accomplish the Agency's and Affiliate's work. Such report shall be submitted on the form attached herein as Exhibit D.

1.10 The term "Performance Measure Report" shall mean 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 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 TWO HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$200,000.00), to be paid as follows:

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A. the total amount of TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00) from the City's Hotel Tax Revenue. Payment will be made in four (4) quarterly installments.

2.2 Quarterly payments will be dependent upon the City receiving all reports required herein from the Agency. Quarterly reports are due no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th, of each contract year.)

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 allocations if City determines that expenditures of Agency or Affiliate deviate materially from their approved budget 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 manage or supervise the programs and activities of the Affiliate funded with Hotel Tax Revenue. Agency further 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 TEXAS TAX CODE §351.101(a).

3.2 Agency shall use such Hotel Tax Revenue funds for Affiliate funding only. Agency agrees and understands that all payments under this Agreement shall be distributed to the Affiliate and is for Affiliate use only.

3.3 Agency understands and agrees to require Affiliate to state in all published material, announcements and advertising regarding Affiliate's activities funded with Hotel Tax Revenue that the activity was made possible in part through funding from the City of College Station through the Agency. 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.

3.4 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for Affiliate's day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promoting of: tourism and the convention and hotel industry and the

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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.

3.5 Specific Restrictions on Use of Funds.

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

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. Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City an annual budget to be approved by the City Council for each fiscal year, for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, 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, TEXAS 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 and Affiliate shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency and Affiliate. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Affiliate Records. Agency agrees and understands that it shall have a written contract with its Affiliate which clearly explains the reports required to be submitted to the City by its Affiliate. Such Affiliate contract shall also state the limits on use of the Hotel Tax Revenue and other legal requirements pursuant to Texas Tax Code Chapter 351.

4.5 Agency and Affiliate shall maintain such records, accounts, reports, files or other documents for a minimum of five (5) years after the expiration of this agreement. City's right to access Agency's and Affiliate's files shall continue during this 5 year period and for as long as the records are retained by Agency and Affiliate.

4.6 Upon written request of the College Station City Council, or other person, Agency or Affiliate shall make such financial records available for inspection and review by the party making the request. Agency and Affiliate understand and accept that 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.

4.7 Program Report. Agency understands that such report shall be completed in its entirety by the Affiliate and the original report of Affiliate shall be submitted to the City by December 22nd.

4.8 Quarterly Reports.

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

- (1). Financial Activity Report.
- (2). Narrative Summary of Activity Report.
- (3). Performance Measure Report.

B. Affiliate shall submit the following to the Agency on a quarterly basis as provided in this Agreement:

- (1). Financial Activity Report
- (2). Narrative Summary of Activity Report.

C. Agency shall submit Affiliate's original reports to the City.

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

4.10 The Financial Activity Report, Narrative Summary of Activity Report and Performance Measure 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.)

4.11 Affiliate's Financial Activity Report and Narrative Summary of Activity Report shall be submitted to the Agency within twenty (20) days of the end of each Contract Quarter (no later than January 20th, April 20th, July 20th, and October 20th of each contract year.)

4.12 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.

4.13 If requested, Agency and/or Affiliate shall make an annual report and presentation to the City Council.

4.14 The City shall conduct a monitoring review of the Agency and Affiliate as deemed necessary by the City so as to evaluate Agency's and Affiliate's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 The City shall have the option to recommend one appointee for any one 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 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular 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.

5.3 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.

**ARTICLE VI
TERM AND TERMINATION**

6.1 Term. The term of this Agreement shall commence on October 1, 2006 and terminate at midnight on October 31, 2007. However, the program period shall commence on October 1, 2006 and terminate at midnight on September 30, 2007. Only those expenditures authorized by Chapter 351 of the Texas 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 Without Cause.

A. This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

B. In the event this Agreement is terminated by either party pursuant to §6.2(a), City agrees to reimburse Agency for any contractual obligations undertaken by Agency 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 and 3.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

C. Further, upon termination pursuant to §6.2(a), 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 Texas 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 3.2 above, and

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further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

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

- A. The termination of the legal existence of Agency;
- 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;
- C. The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- D. 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.
- E. The failure of Agency to submit a Quarterly Financial Activity Report as required by Texas Tax Code §351.101(c) 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 In the event that this Agreement is terminated pursuant to §§6.3 or 6.4, 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 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE VIII INSURANCE

- 8.1 Agency shall be covered by insurance as listed in Exhibit F - Insurance Coverage and Limit Requirements.
- 8.2 City must be named as an additional insured on all policies (except Worker's Compensation) and Certificates of Insurance shall be attached herein as Exhibit G.

ARTICLE IX GENERAL PROVISIONS

9.1 Subcontract for Performance of Services. 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 §3.1 above. In the event that 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 and to TEX. TAX CODE Chapter 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and Hotel Tax Revenue.

9.2 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 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 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 or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, 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 nondiscrimination requirement.

9.5 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 or disability.

9.6 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 provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 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.

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

9.9 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

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

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

9.14 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 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 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 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: Finance and Strategic Planning
1101 Texas Avenue
College Station, Texas 77840

Agency: Arts Council of Brazos Valley
2275 Dartmouth Street
College Station, Texas 77840

Executed this the ____ day of _____, 2006.

Contract No. 07-010

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I:\GROUP\BUDGET\FY 2007\Outside Agencies\FY07 Contracts\ACBV\ACBV Affiliate\FY07 Arts Council Affiliate Funding Agreement.doc
9/6/2006

**ARTS COUNCIL OF
BRAZOS VALLEY**

CITY OF COLLEGE STATION

By: _____ By: _____

Printed Name: Padraic L. Fisher Ron Silvia, Mayor

Title: Executive Director

Date: Sept 15, 2006

ATTEST: _____
Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager Date

Angela M. DeLuca
City Attorney Date

Jeff Kersten, Chief Financial Officer Date

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 15th day of September, 2006, by Padraic Fisher in his/her capacity as Executive Director of the Arts Council of Brazos Valley.



Jessie R. Gou
Notary Public in and for
the State of Texas

Contract No. 07-010

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STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2006, by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Exhibit A
Affiliates of the Arts Council of Brazos Valley FY07

Armstrong / Bergeron Dance Company	\$2,500
Brazos Heritage Society	\$2,000
Brazos Valley AGO	\$1,500
Brazos Valley Chorale	\$10,000
Brazos Valley Museum of Natural History	\$13,000
Brazos Valley Stitchers	\$2,500
Brazos Valley Symphony Society	\$33,000
Brazos Valley TROUPE	\$24,000
Brenham Childrens' Chorus	\$4,000
Friends of Chamber Music	\$6,000
Friends of the Library	\$3,000
KAMU-FM	\$25,000
KEOS-FM	\$10,000
Navasota Theater Alliance	\$5,000
StageCenter	\$18,100
The Theatre Company of Bryan / College Station	\$30,000
University Summer Performance Series - TAMU	\$7,000
VIZ-LAB TAMU	\$3,400
<hr/>	
TOTAL	\$200,000

**Exhibit B
Hotel Tax Revenue Program Report**

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize funds associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
1.			
2.			
3.			
4.			
5.			

**Exhibit B
Hotel Tax Revenue Program Report**

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize each amount associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
6.			
7.			
8.			
9.			
10.			

**Exhibit C
Financial Activity Report**

Agency Name: _____

Quarter: _____

Income Statement

Revenue Source	Agency Actual (Non Hotel Tax Revenue)	Agency Actual (Hotel Tax Revenue)	Quarterly Total
Income			
Fees			
Net Sales			
Contributions			
Individual			
Board			
Foundations/trusts			
Special events			
Organizations			
Civic			
Corporate			
Government Revenue			
City of College Station			
City of Bryan			
Brazos County			
Federal			
State			
School district			
Other Local Sources			
Investment Income (div.,int.,cap gains)			
Other:			
In-kind contributions			
Total Income			

**Exhibit C
Financial Activity Report**

Agency Name: _____

Quarter: _____

Expense Report

Expense Account	Agency Actual (Non Hotel Tax Revenue)	Agency Actual (Hotel Tax Revenue)	Total
Salaries & Benefits			
Supplies			
Maintenance			
Purchased Services			
Capital Outlay			
Other:			
In-kind expenses			
Total operating Expenses			

Surplus (Deficit)

Fiscal Year	Agency Actual (non Hotel Tax revenue)	Agency Actual (Hotel Tax revenue)	Total
Income/ expenses =			

Explain income statement deficits on an attached sheet.

**Exhibit C
Financial Activity Report**

Agency Name: _____

Quarter: _____

(current quarter as of) (prior quarter as of)

ASSETS

CURRENT ASSETS

Cash and cash equivalents	_____	_____
Investments	_____	_____

Receivables	_____	_____
	_____	_____
	_____	_____

Prepaid expenses	_____	_____
------------------	-------	-------

TOTAL CURRENT ASSETS	_____	_____
-----------------------------	--------------	--------------

Property and equipment	_____	_____
Accumulated depreciation	_____	_____

TOTAL PROPERTY AND EQUIPMENT	_____	_____
-------------------------------------	--------------	--------------

OTHER ASSETS	_____	_____
---------------------	-------	-------

<i>TOTAL ASSETS</i>	=====	=====
----------------------------	--------------	--------------

**Exhibit C
Financial Activity Report**

Agency Name: _____

Quarter: _____

LIABILITIES AND FUND BALANCE

	<u>(current quarter as of)</u>	<u>(prior quarter as of)</u>
CURRENT LIABILITIES		
Accounts payable	_____	_____
Current portion of long-term debt	_____	_____
Deferred revenue	_____	_____
TOTAL CURRENT LIABILITIES	=====	=====
LONG-TERM DEBT, less current portion	_____	_____
	_____	_____
TOTAL LIABILITIES	_____	_____
FUND BALANCE		
Unrestricted	_____	_____
Temporarily restricted	_____	_____
Permanently restricted	_____	_____
TOTAL FUND BALANCE	=====	=====
TOTAL LIABILITIES AND FUND BALANCE	=====	=====

(“TOTAL ASSETS” MUST EQUAL “TOTAL LIABILITIES AND FUND BALANCE”)

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of month..

Exhibit D
Narrative Summary of Activity Report

Please provide a narrative summary of the activities funded with the Hotel Tax Revenue.
Use additional sheets if more space is needed.

**Exhibit E
Performance Measure Report**

CULTURAL ARTS ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation: The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06	FY 07	FY 07
	Actual	Approved	1st 3 months
College Station Budget Summary	\$200,000	\$200,000	

Program Name: Annual Grant, Mini Grant and Scholarship Programs

Service Level: To provide funding for arts related activities or non-profit organizations and individuals.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	1st 3 months
Effectiveness			
- No. of organizations completing Grant evaluations.			
- No. of people served by Arts Council of Brazos Valley.			
- Increase in the number of scholarship requests.			
- Percent increase in funding.			
- Increase in C. Monroe scholarship.			
- College Fine Arts scholarships.			
Efficiency			
- Percent of requests funded by Annual Grant Program.			
- Amount of funds provided by Mini Grant Program.			
- Percent of requests funded by College Fine Arts Scholarship.			
Output			
- No. of Carolyn Munroe Scholarships.			
- No. of College Fine Arts scholarships.			
- No. of organizations receiving Annual Grants.			
- Amount in Annual Grants.			
- No. of Mini Grants approved.			

Program Name: Programs (Texas Gallery and Art classes)

Service Level: To provide educational, entertainment and exhibition programs and services in the visual and performing arts to the community.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	1st 3 months
Effectiveness			
- Annual percentage increase in values			
- No. of areas of service, procedures and quality rated HIGH.			
Efficiency			
- Avg. sales per artist			
- No. of visitors per day.			
Output			
- No. of Gallery visitors.			
- Amount in Texas Gallery sales.			

**Exhibit E
Performance Measure Report**

CULTURAL ARTS ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation: The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06	FY 07	FY 07
	Actual	Approved	1st 6 months
College Station Budget Summary	\$200,000	\$200,000	

Program Name: Annual Grant, Mini Grant and Scholarship Programs

Service Level: To provide funding for arts related activities or non-profit organizations and individuals.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	1st 6 months
Effectiveness			
- No. of organizations completing Grant evaluations.			
- No. of people served by Arts Council of Brazos Valley.			
- Increase in the number of scholarship requests.			
- Percent increase in funding.			
- Increase in C. Monroe scholarship.			
- College Fine Arts scholarships.			
Efficiency			
- Percent of requests funded by Annual Grant Program.			
- Amount of funds provided by Mini Grant Program.			
- Percent of requests funded by College Fine Arts Scholarship.			
Output			
- No. of Carolyn Munroe Scholarships.			
- No. of College Fine Arts scholarships.			
- No. of organizations receiving Annual Grants.			
- Amount in Annual Grants.			
- No. of Mini Grants approved.			

Program Name: Programs (Texas Gallery and Art classes)

Service Level: To provide educational, entertainment and exhibition programs and services in the visual and performing arts to the community.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	1st 6 months
Effectiveness			
- Annual percentage increase in values			
- No. of areas of service, procedures and quality rated HIGH.			
Efficiency			
- Avg. sales per artist			
- No. of visitors per day.			
Output			
- No. of Gallery visitors.			
- Amount in Texas Gallery sales.			

**Exhibit E
Performance Measure Report**

CULTURAL ARTS ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation: The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06	FY 07	FY 07
	Actual	Approved	1st 9 months
College Station Budget Summary	\$340,000	\$200,000	

Program Name: Annual Grant, Mini Grant and Scholarship Programs

Service Level: To provide funding for arts related activities or non-profit organizations and individuals.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	1st 9 months
Effectiveness			
- No. of organizations completing Grant evaluations.			
- No. of people served by Arts Council of Brazos Valley.			
- Increase in the number of scholarship requests.			
- Percent increase in funding.			
- Increase in C. Monroe scholarship.			
- College Fine Arts scholarships.			
Efficiency			
- Percent of requests funded by Annual Grant Program.			
- Amount of funds provided by Mini Grant Program.			
- Percent of requests funded by College Fine Arts Scholarship.			
Output			
- No. of Carolyn Munroe Scholarships.			
- No. of College Fine Arts scholarships.			
- No. of organizations receiving Annual Grants.			
- Amount in Annual Grants.			
- No. of Mini Grants approved.			

Program Name: Programs (Texas Gallery and Art classes)

Service Level: To provide educational, entertainment and exhibition programs and services in the visual and performing arts to the community.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	1st 9 months
Effectiveness			
- Annual percentage increase in values			
- No. of areas of service, procedures and quality rated HIGH.			
Efficiency			
- Avg. sales per artist			
- No. of visitors per day.			
Output			
- No. of Gallery visitors.			
- Amount in Texas Gallery sales.			

**Exhibit E
Performance Measure Report**

CULTURAL ARTS ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation: The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06	FY 07	FY 07
	Actual	Approved	Actual
College Station Budget Summary	\$340,000	\$200,000	

Program Name: Annual Grant, Mini Grant and Scholarship Programs

Service Level: To provide funding for arts related activities or non-profit organizations and individuals.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	Actual
Effectiveness			
- No. of organizations completing Grant evaluations.			
- No. of people served by Arts Council of Brazos Valley.			
- Increase in the number of scholarship requests.			
- Percent increase in funding.			
- Increase in C. Monroe scholarship.			
- College Fine Arts scholarships.			
Efficiency			
- Percent of requests funded by Annual Grant Program.			
- Amount of funds provided by Mini Grant Program.			
- Percent of requests funded by College Fine Arts Scholarship.			
Output			
- No. of Carolyn Munroe Scholarships.			
- No. of College Fine Arts scholarships.			
- No. of organizations receiving Annual Grants.			
- Amount in Annual Grants.			
- No. of Mini Grants approved.			

Program Name: Programs (Texas Gallery and Art classes)

Service Level: To provide educational, entertainment and exhibition programs and services in the visual and performing arts to the community.

Performance Measures:	FY 06	FY 07	FY 07
	Actual	Approved	Actual
Effectiveness			
- Annual percentage increase in values			
- No. of areas of service, procedures and quality rated HIGH.			
Efficiency			
- Avg. sales per artist			
- No. of visitors per day.			
Output			
- No. of Gallery visitors.			
- Amount in Texas Gallery sales.			

EXHIBIT F
CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Items required are indicated with an "X"

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

Claims made policies are *acceptable on this line of coverage**

EXHIBIT F
CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

Must have an Extended Reporting Period Endorsement*

Pollution Liability

Coverage Limit **minimum** \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit **minimum** should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Exhibit G
Certificates of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2006

PRODUCER (979)764-8444 FAX (979)694-7603
Dexter & Company of Central Texas, Inc.
1509 Emerald Parkway
Suite 103
College Station, TX 77845

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ARTS COUNCIL OF THE BRAZOS VALLEY
2275 DARTMOUTH COLLEGE, TX 77840

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Maryland Casualty Company	19356
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PPS042507971	09/01/2006	09/01/2007	EACH OCCURRENCE \$ 1,000,000	
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000	
		AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS		AUTO ONLY - EA ACCIDENT \$					
<input type="checkbox"/> NON-OWNED AUTOS		OTHER THAN EA ACC AGG \$					
GARAGE LIABILITY						EACH OCCURRENCE \$	
<input type="checkbox"/> ANY AUTO						AGGREGATE \$	
EXCESS/UMBRELLA LIABILITY						\$	
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE						\$	
<input type="checkbox"/> DEDUCTIBLE						\$	
RETENTION \$						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER \$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT \$	
If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE \$	
OTHER						E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
City of College Station Susan Manna 1101 Texas Avenue College Station, TX 77868	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE James Davis/PRISTI

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

FUNDING AGREEMENT

This Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City") and the Arts Council of Brazos Valley, a Texas Non - Profit Corporation (hereinafter referred to as "Agency").

WHEREAS, City has the objective of enhancing the artistic and cultural life of its citizens;

WHEREAS, Agency's mission is to make the arts accessible to all citizens in the Brazos Valley through funding, promotion, advocacy and partnership building.

WHEREAS, the City desires to assist Agency in making the arts accessible to its citizens;

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 STATEMENT OF WORK

1.1 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.

ARTICLE II PAYMENT

2.1 For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **ONE HUNDRED FORTY THOUSAND DOLLARS AND NO/100 CENTS (\$140,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of October 1, 2006 to September 30, 2007. Payment will be made in twelve (12) equal monthly installments of \$11,666.67.

2.2 Funding 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 City may withhold further allocations if City determines that 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 III RECORDS AND REPORTS

3.1 As used in this Agreement, the following terms shall have the following specific meanings:

- (a) Financial Activity Report – quarterly report which includes a summary of revenues and expenditures, and a summary of assets and liabilities to be submitted to the City on the form attached herein as Exhibit A.
- (b) Narrative Summary of Activity Report - quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Statement of Work to be submitted to the City on the form attached herein as Exhibit B.
- (c) Performance Measure Report – 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. Performance measures shall be developed annually based on level of services provided by Agency with City funding.
- (d) Contract Quarter - shall refer 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.

3.2 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.

3.3 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.

3.4 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. 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, ch. 552, as hereafter amended.

3.5 **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. Performance measures will be developed on an annual basis by Agency in conjunction with City. City shall approve performance measures.

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

3.6 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).

3.7 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.

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

3.9 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.

ARTICLE IV AGENCY BOARD OF DIRECTORS

4.1 The City shall have the option to recommend one appointee for any one 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.

4.2 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular 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.

4.3 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.

ARTICLE V TERM AND TERMINATION

5.1 **Term.** The term of this Agreement shall commence on October 1, 2006 and terminate at midnight on October 31, 2007. However, the program period shall commence on October 1, 2006

and terminate at midnight on September 30, 2007. 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.

5.2 Termination Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to Section 5.2(a), City agrees to reimburse Agency for any contractual obligations of Agency undertaken by Agency 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 I above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(c) Further, upon termination pursuant to §5.2(a), 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 of a request from City, 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 I above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

5.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

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

(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;

(c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or

(d) 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.

5.4 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.

5.5 In the event that this Agreement is terminated pursuant to §§5.3 or 5.4, 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 VI INDEMNIFICATION AND RELEASE

6.1 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

6.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE VII INSURANCE

7.1 Agency shall be covered by insurance as listed in Exhibit D - Insurance Coverage and Limit Requirements.

7.2 City must be named as an additional insured on all policies (except Workers' Compensation) and Certificate of Insurance shall be attached herein as Exhibit E.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 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 I above. In the event that 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 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 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 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 or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, 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 nondiscrimination requirement.
- 8.5 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 or disability.
- 8.6 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 provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.
- 8.7 The parties to this Agreement agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in Article I shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.
- 8.8 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 This Agreement has been made under and shall be governed by the laws of the State of Texas.
- 8.10 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
- 8.11 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.
- 8.12 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.
- 8.13 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 8.14 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.
- 8.15 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.
- 8.16 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.
- 8.17 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.
- 8.18 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: Finance and Strategic Planning
1101 Texas Avenue
College Station, Texas 77840

Agency: Arts Council of Brazos Valley
2275 Dartmouth Street
College Station, Texas 77840

Executed this the ____ day of _____, 2006.

ARTS COUNCIL OF BRAZOS VALLEY

CITY OF COLLEGE STATION

By: [Signature] By: _____

Printed Name: PADRAIC L. FISHER Ron Silvia, Mayor

Title: Executive Director

Date: Sept 15, 2005

ATTEST: _____

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager

Date

[Signature: Angela M. DeLuca]
City Attorney

Date

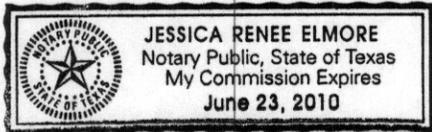
Jeff Kersten, Chief Financial Officer

Date

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 15th day of September, 2006, by Patrick Fisher in his/her capacity as Executive Director of the Arts Council of Brazos Valley.



Jessica R. Elmore
Notary Public in and for
the State of Texas

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2006, by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Exhibit A – Financial Activity Report

Agency Name: _____

Quarter: _____

Income Statement

Revenue Source	Agency Actual
Income	
Fees	
Net Sales	
Contributions	
Individual	
Board	
Foundations/trusts	
Special events	
Organizations	
Civic	
Corporate	
Government Revenue	
City of College Station	
City of Bryan	
Brazos County	
Federal	
State	
School district	
Other Local Sources	
Investment Income (div.,int.,cap gains)	
Other:	
In-kind contributions	
Total Income	

Exhibit A – Financial Activity Report

Agency Name: _____

Quarter: _____

Expense Report

Expense Account	Agency Actual
Salaries & Benefits	
Supplies	
Maintenance	
Purchased Services	
Capital Outlay	
Other:	
In-kind expenses	
Total operating Expenses	

Surplus (Deficit)

Fiscal Year	Agency actual
Income - expenses =	

Explain income statement deficits on an attached sheet.

Exhibit A – Financial Activity Report

Agency Name: _____
 Quarter: _____

(current quarter as of) (prior quarter as of)

ASSETS

CURRENT ASSETS

Cash and cash equivalents	_____	_____
Investments	_____	_____
Receivables	_____	_____
	_____	_____
Prepaid expenses	_____	_____
TOTAL CURRENT ASSETS	_____	_____

Property and equipment	_____	_____
Accumulated depreciation	_____	_____
TOTAL PROPERTY AND EQUIPMENT	_____	_____

OTHER ASSETS	_____	_____
TOTAL ASSETS	_____	_____

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES		
Accounts payable	_____	_____
Current portion of long-term debt	_____	_____
Deferred revenue	_____	_____
TOTAL CURRENT LIABILITIES	_____	_____

LONG-TERM DEBT, less current portion	_____	_____
TOTAL LIABILITIES	_____	_____
FUND BALANCE	_____	_____
Unrestricted	_____	_____
Temporarily restricted	_____	_____
Permanently restricted	_____	_____
TOTAL FUND BALANCE	_____	_____

TOTAL LIABILITIES AND FUND BALANCE	_____	_____
---	--------------	--------------

(“TOTAL ASSETS” MUST EQUAL “TOTAL LIABILITIES AND FUND BALANCE”)

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of your prior year.

Exhibit B
Narrative Summary of Activity Report

Please provide a narrative summary of the activities funded with the money from the City of College Station. Use additional sheets if more space is needed.

**Exhibit C
Performance Measure Report**

CULTURAL ARTS ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation: The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06 Actual	FY 07 Approved	FY 07 1st 3 months
College Station Budget Summary			
General Fund	\$240,000	\$140,000	
Hotel Tax Fund		\$100,000	

Program Name: Administrative and Information Services

Service Level: To provide information, administrative support, coordination and assistance to groups, organizations and individuals.

Performance Measures:	FY 06 Actual	FY 07 Approved	FY 07 1st 3 months
Effectiveness			
- Annual percent increase of information requests.			
- Monthly circulation of artiFACTS.			
Efficiency			
- No. of daily phone calls requesting information about programs and services.			
- No. of artiFACTS newsletters			
- Cost per newsletter.			
- Amount of staff time needed to complete calendar.			
- No. of activities on monthly calendar.			
- No. of local and area media carriers receiving calendars.			
- No. of Art Spots aired daily on KAMU-FM reaching approximately 25,000 per airing.			
Output			
- No. of telephone requests for information.			
- No. of newsletters.			
- No. of newsletters in circulation.			
- No. of artFAX sent to hotels and motels.			
- No. of hotels and motels.			
- No. of calendars.			
- No. of activities promoted on calendars.			
- No. of Art Spots recorded.			
- No. of group promotional spots.			
- No. of tickets sold.			
- No. of organizations represented.			

**Exhibit C
Performance Measure Report**

CULTURAL ARTS ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation: The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06 Actual	FY 07 Approved	FY 07 1st 6 months
College Station Budget Summary			
General Fund	\$240,000	\$140,000	
Hotel Tax Fund		\$100,000	

Program Name: Administrative and Information Services

Service Level: To provide information, administrative support, coordination and assistance to groups, organizations and individuals.

Performance Measures:	FY 06 Actual	FY 07 Approved	FY 07 1st 6 months
Effectiveness			
- Annual percent increase of information requests.			
- Monthly circulation of artiFACTS.			
Efficiency			
- No. of daily phone calls requesting information about programs and services.			
- No. of artiFACTS newsletters			
- Cost per newsletter.			
- Amount of staff time needed to complete calendar.			
- No. of activities on monthly calendar.			
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- No. of hotels and motels.			
- No. of calendars.			
- No. of activities promoted on calendars.			
- No. of Art Spots recorded.			
- No. of group promotional spots.			
- No. of tickets sold.			
- No. of organizations represented.			

**Exhibit C
Performance Measure Report**

CULTURAL ARTS ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation: The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06 Actual	FY 07 Approved	FY 07 1st 9 months
College Station Budget Summary			
General Fund	\$240,000	\$140,000	
Hotel Tax Fund		\$100,000	

Program Name: Administrative and Information Services

Service Level: To provide information, administrative support, coordination and assistance to groups, organizations and individuals.

Performance Measures:	FY 06 Actual	FY 07 Approved	FY 07 1st 9 months
Effectiveness			
- Annual percent increase of information requests.			
- Monthly circulation of artiFACTS.			
Efficiency			
- No. of daily phone calls requesting information about programs and services.			
- No. of artiFACTS newsletters			
- Cost per newsletter.			
- Amount of staff time needed to complete calendar.			
- No. of activities on monthly calendar.			
- No. of local and area media carriers receiving calendars.			
- No. of Art Spots aired daily on KAMU-FM reaching approximately 25,000 per airing.			
Output			
- No. of telephone requests for information.			
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- No. of calendars.			
- No. of activities promoted on calendars.			
- No. of Art Spots recorded.			
- No. of group promotional spots.			
- No. of tickets sold.			
- No. of organizations represented.			

**Exhibit C
Performance Measure Report**

CULTURAL ARTS ARTS COUNCIL OF BRAZOS VALLEY			
Description & Budget Explanation: The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.			
	FY 06 Actual	FY 07 Approved	FY 07 Actual
College Station Budget Summary			
General Fund	\$240,000	\$140,000	
Hotel Tax Fund		\$100,000	

Program Name: Administrative and Information Services

Service Level: To provide information, administrative support, coordination and assistance to groups, organizations and individuals.

Performance Measures:	FY 06 Actual	FY 07 Approved	FY 07 Actual
Effectiveness			
- Annual percent increase of information requests.			
- Monthly circulation of artiFACTS.			
Efficiency			
- No. of daily phone calls requesting information about programs and services.			
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- No. of calendars.			
- No. of activities promoted on calendars.			
- No. of Art Spots recorded.			
- No. of group promotional spots.			
- No. of tickets sold.			
- No. of organizations represented.			

EXHIBIT D
CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Items required are indicated with an "X"

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

Claims made policies are *acceptable on this line of coverage**

Must have an Extended Reporting Period Endorsement*

Pollution Liability

Coverage Limit minimum \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit minimum should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Exhibit E
Certificates of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2006

PRODUCER (979)764-8444 FAX (979)694-7603
Dexter & Company of Central Texas, Inc.
1509 Emerald Parkway
Suite 103
College Station, TX 77845

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ARTS COUNCIL OF THE BRAZOS VALLEY
2275 DARTMOUTH
COLLEGE, TX 77840

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Maryland Casualty Company	19356
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS042507971	09/01/2006	09/01/2007	EACH OCCURRENCE	\$ 1,000,000	
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000		
		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		
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT	\$				
			OTHER THAN EA ACC	\$				
			AUTO ONLY: AGG	\$				
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		EACH OCCURRENCE	\$				
			AGGREGATE	\$				
				\$				
				\$				
				\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		WC STATU-TORY LIMITS	OTH-ER				
			E.L. EACH ACCIDENT	\$				
			E.L. DISEASE - EA EMPLOYEE	\$				
			E.L. DISEASE - POLICY LIMIT	\$				
	OTHER							

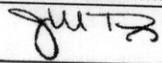
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of College Station
Susan Manna
1101 Texas Avenue
College Station, TX 77868

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
James Davis/PRISTI 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

September 28, 2006
Consent Agenda Item
Brazos Valley Convention and Visitors Bureau Budget and Funding Agreement

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY07 in the amount of \$1,060,000.

Recommendation(s): Staff recommends approval of the CVB budget and the funding agreement for FY07.

Summary: As part of the 2006-2007 budget process the City Council approved funding for the Brazos Valley Convention and Visitors Bureau in the amount of \$1,060,000. This funding is for the provision of tourism related services.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2006-2007 Hotel Tax Fund Budget. A total of \$1,060,000 is to be used for the operations of the Convention and Visitors Bureau next year.

State law requires that the City Council adopt the budget of any organization that is to be funded through the Hotel Tax Fund.

Attachments:

1. Brazos Valley Convention and Visitors Bureau Budget
2. Funding Agreement

1:56 PM
09/11/06
Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
October 2006 through September 2007

	<u>Oct '06 - Sep 07</u>
Ordinary Income/Expense	
Income	
Booking Commissions	2,000.00
Bryan	110,000.00
BVSF Events	
Entry Fees	4,200.00
Programs	1,800.00
Souvenirs	1,700.00
Sponsorships	28,000.00
Tickets	44,500.00
Total BVSF Events	<u>80,200.00</u>
College Station	1,060,000.00
Industry Participation	29,530.00
Inkind/Donated Services	
Advertising	4,500.00
Attractions	600.00
Facilities	1,500.00
Hotel	2,500.00
Meals	1,500.00
Miscellaneous	150.00
Total Inkind/Donated Services	<u>10,750.00</u>
Interest earned	5,600.00
Total Income	<u>1,298,080.00</u>
Expense	
Administrative/Operations	
Audit/Legal	6,500.00
Bank Charges	0.00
Board Expenses	4,650.00
Building Repairs & Maintenance	17,411.00
Dues/Subscriptions	2,940.00
Electrical/Water Svc Expense	10,800.00
Liability Insurance	17,410.00
Miscellaneous	1,200.00
Office Supplies	9,000.00
Outside Storage	2,100.00
Printing	3,000.00
Professional Services	3,200.00
Property Tax	1,500.00
Sympathy/Recognition	1,300.00
Technical Support	14,505.00
Telephone	13,200.00
Vehicle Gas & Maintenance	2,300.00
Total Administrative/Operations	<u>111,016.00</u>
Capital	
Equipment	
Equipment Repair & Maint.	500.00
Lease	17,240.00
Equipment - Other	4,500.00
Total Equipment	<u>22,240.00</u>
Furniture	1,000.00
Total Capital	<u>23,240.00</u>
Inkind/Donated Services Expense	
Advertising	4,500.00
Attractions	600.00
Facilities	1,500.00
Hotel	2,500.00
Meals	1,500.00
Miscellaneous	150.00
Total Inkind/Donated Services Expense	<u>10,750.00</u>

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
October 2006 through September 2007

	<u>Oct '06 - Sep 07</u>
Marketing/Sales/Promotion	
Admission Tickets/Merchandise	1,680.00
Advertising	151,535.00
Bid Fees	21,200.00
Client Relations	3,510.00
Community Luncheons/Events	3,010.00
Event Personnel	45,650.00
Facility Rental	34,550.00
Gift Baskets	2,385.00
Hospitality	6,000.00
Luncheons/Banquet	14,154.00
Memberships	17,000.00
Mileage	1,180.00
Postage	26,075.00
Printing	26,520.00
Professional Development	
Registration	3,600.00
Professional Development - Other	23,450.00
Total Professional Development	<u>27,050.00</u>
Promotional	38,325.00
Registration	7,500.00
Research	50,000.00
Sales/Marketing Leads	4,280.00
Site Visits/FAM Tours	2,000.00
Special Events	5,200.00
Sponsorships	34,525.00
Telephone	0.00
Trade Show/Booth	10,330.00
Travel	
Air	5,950.00
Ground	6,880.00
Hotel	22,995.00
Meals	7,940.00
Misc.	960.00
Total Travel	<u>44,725.00</u>
Total Marketing/Sales/Promotion	<u>578,384.00</u>
Payroll Expenses	<u>574,690.00</u>
Total Expense	<u>1,298,080.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
October 2006 through September 2007

	Oct 06	Nov 06	Dec 06	Jan 07
Ordinary Income/Expense				
Income				
Booking Commissions	0.00	0.00	500.00	0.00
Bryan	0.00	27,500.00	0.00	0.00
BVSF Events				
Entry Fees	1,650.00	600.00	450.00	0.00
Programs	0.00	0.00	600.00	0.00
Souvenirs	0.00	0.00	700.00	0.00
Sponsorships	0.00	0.00	12,500.00	0.00
Tickets	0.00	0.00	17,000.00	0.00
Total BVSF Events	1,650.00	600.00	31,250.00	0.00
College Station	88,335.00	88,335.00	88,335.00	88,335.00
Industry Participation	11,475.00	8,250.00	525.00	3,950.00
Inkind/Donated Services				
Advertising	0.00	0.00	0.00	0.00
Attractions	0.00	0.00	200.00	0.00
Facilities	0.00	0.00	500.00	0.00
Hotel	0.00	0.00	750.00	0.00
Meals	0.00	0.00	500.00	0.00
Miscellaneous	0.00	0.00	50.00	0.00
Total Inkind/Donated Services	0.00	0.00	2,000.00	0.00
Interest earned	1,400.00	0.00	0.00	1,400.00
Total Income	102,860.00	124,685.00	122,610.00	93,685.00
Expense				
Administrative/Operations				
Audit/Legal	0.00	0.00	750.00	0.00
Bank Charges	0.00	0.00	0.00	
Board Expenses	0.00	75.00	1,350.00	75.00
Building Repairs & Maintenance	1,780.00	1,280.00	1,335.00	1,780.00
Dues/Subscriptions	0.00	500.00	300.00	0.00
Electrical/Water Svc Expense	900.00	900.00	900.00	900.00
Liability Insurance	1,200.00	1,200.00	1,200.00	1,200.00
Miscellaneous	100.00	100.00	100.00	100.00
Office Supplies	750.00	750.00	750.00	750.00
Outside Storage	175.00	175.00	175.00	175.00
Printing	250.00	250.00	250.00	250.00
Professional Services	0.00	0.00	350.00	0.00
Property Tax	0.00	0.00	1,500.00	
Sympathy/Recognition	0.00	0.00	1,000.00	0.00
Technical Support	8,800.00	1,475.00	150.00	75.00
Telephone	1,100.00	1,100.00	1,100.00	1,100.00
Vehicle Gas & Maintenance	400.00	100.00	100.00	300.00
Total Administrative/Operations	15,455.00	7,905.00	11,310.00	6,705.00

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	Oct 06	Nov 06	Dec 06	Jan 07
Capital				
Equipment				
Equipment Repair & Maint.	50.00	50.00	50.00	50.00
Lease	1,295.00	1,295.00	1,720.00	1,295.00
Equipment - Other	1,000.00	500.00	0.00	1,500.00
Total Equipment	2,345.00	1,845.00	1,770.00	2,845.00
Furniture	0.00	0.00	250.00	0.00
Total Capital	2,345.00	1,845.00	2,020.00	2,845.00
Inkind/Donated Services Expense				
Advertising	0.00	0.00	0.00	0.00
Attractions	0.00	0.00	200.00	0.00
Facilities	0.00	0.00	500.00	0.00
Hotel	0.00	0.00	750.00	0.00
Meals	0.00	0.00	500.00	0.00
Miscellaneous	0.00	0.00	50.00	0.00
Total Inkind/Donated Services Expense	0.00	0.00	2,000.00	0.00
Marketing/Sales/Promotion				
Admission Tickets/Merchandise	0.00	1,680.00	0.00	
Advertising	19,240.00	3,840.00	16,740.00	1,150.00
Bid Fees	0.00	4,000.00	2,500.00	2,500.00
Client Relations	320.00	385.00	180.00	395.00
Community Luncheons/Events	50.00	420.00	140.00	170.00
Event Personnel	0.00	3,000.00	24,150.00	0.00
Facility Rental	7,000.00	2,000.00	5,500.00	0.00
Gift Baskets	350.00	100.00	50.00	105.00
Hospitality	0.00	0.00	2,200.00	0.00
Luncheons/Banquet	107.00	3,322.00	2,267.00	342.00
Memberships	825.00	6,150.00	770.00	1,825.00
Mileage	130.00	100.00	130.00	100.00
Postage	2,100.00	2,100.00	2,675.00	2,200.00
Printing	0.00	1,000.00	16,900.00	7,600.00
Professional Development				
Registration	0.00	1,000.00	900.00	0.00
Professional Development - Other	4,030.00	1,000.00	2,600.00	1,305.00
Total Professional Development	4,030.00	2,000.00	3,500.00	1,305.00

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	Oct 06	Nov 06	Dec 06	Jan 07
Promotional	14,100.00	6,500.00	3,300.00	600.00
Registration	475.00	0.00	35.00	2,290.00
Research	0.00	0.00	25,000.00	0.00
Sales/Marketing Leads	800.00	300.00	300.00	300.00
Site Visits/FAM Tours	200.00	200.00	200.00	0.00
Special Events	0.00	0.00	2,500.00	0.00
Sponsorships	2,250.00	5,650.00	1,000.00	1,300.00
Telephone	0.00	0.00	0.00	
Trade Show/Booth	1,550.00	300.00	1,200.00	300.00
Travel				
Air	1,925.00	0.00	675.00	350.00
Ground	635.00	460.00	745.00	655.00
Hotel	3,625.00	1,930.00	900.00	2,560.00
Meals	800.00	785.00	500.00	940.00
Misc.	120.00	100.00	10.00	100.00
Total Travel	7,105.00	3,275.00	2,830.00	4,605.00
Total Marketing/Sales/Promotion	60,632.00	46,322.00	114,067.00	27,087.00
Payroll Expenses	45,075.00	45,075.00	45,075.00	45,075.00
Total Expense	123,507.00	101,147.00	174,472.00	81,712.00
Net Ordinary Income	-20,647.00	23,538.00	-51,862.00	11,973.00
Net Income	-20,647.00	23,538.00	-51,862.00	11,973.00

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	Feb 07	Mar 07	Apr 07	May 07
Ordinary Income/Expense				
Income				
Booking Commissions	0.00	500.00	0.00	0.00
Bryan	27,500.00	0.00	0.00	27,500.00
BVSF Events				
Entry Fees	0.00	0.00	0.00	0.00
Programs	0.00	0.00	0.00	0.00
Souvenirs	0.00	0.00	0.00	0.00
Sponsorships	0.00	15,500.00	0.00	0.00
Tickets	0.00	0.00	0.00	0.00
Total BVSF Events	0.00	15,500.00	0.00	0.00
College Station	88,335.00	88,335.00	88,335.00	88,335.00
Industry Participation	380.00	525.00	0.00	900.00
Inkind/Donated Services				
Advertising	0.00	2,250.00	0.00	0.00
Attractions	0.00	200.00	0.00	0.00
Facilities	0.00	0.00	0.00	500.00
Hotel	0.00	0.00	750.00	0.00
Meals	0.00	500.00	0.00	0.00
Miscellaneous	0.00	50.00	0.00	0.00
Total Inkind/Donated Services	0.00	3,000.00	750.00	500.00
Interest earned	0.00	0.00	1,400.00	0.00
Total Income	116,215.00	107,860.00	90,485.00	117,235.00
Expense				
Administrative/Operations				
Audit/Legal	3,500.00	750.00	0.00	0.00
Bank Charges				
Board Expenses	0.00	0.00	2,000.00	0.00
Building Repairs & Maintenance	1,280.00	1,335.00	1,780.00	1,280.00
Dues/Subscriptions	650.00	800.00	540.00	0.00
Electrical/Water Svc Expense	900.00	900.00	900.00	900.00
Liability Insurance	1,200.00	1,310.00	3,600.00	1,300.00
Miscellaneous	100.00	100.00	100.00	100.00
Office Supplies	750.00	750.00	750.00	750.00
Outside Storage	175.00	175.00	175.00	175.00
Printing	250.00	250.00	250.00	250.00
Professional Services	0.00	2,000.00	0.00	0.00
Property Tax				
Sympathy/Recognition	0.00	100.00	0.00	0.00
Technical Support	2,475.00	150.00	855.00	75.00
Telephone	1,100.00	1,100.00	1,100.00	1,100.00
Vehicle Gas & Maintenance	100.00	100.00	400.00	200.00
Total Administrative/Operations	12,480.00	9,820.00	12,450.00	6,130.00

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	Feb 07	Mar 07	Apr 07	May 07
Capital				
Equipment				
Equipment Repair & Maint.	50.00	50.00	50.00	50.00
Lease	1,295.00	1,720.00	1,295.00	1,295.00
Equipment - Other	0.00	0.00	1,000.00	500.00
Total Equipment	1,345.00	1,770.00	2,345.00	1,845.00
Furniture	0.00	250.00	0.00	0.00
Total Capital	1,345.00	2,020.00	2,345.00	1,845.00
Inkind/Donated Services Expense				
Advertising	0.00	2,250.00	0.00	0.00
Attractions	0.00	200.00	0.00	0.00
Facilities	0.00	0.00	0.00	500.00
Hotel	0.00	0.00	750.00	0.00
Meals	0.00	500.00	0.00	0.00
Miscellaneous	0.00	50.00	0.00	0.00
Total Inkind/Donated Services Expense	0.00	3,000.00	750.00	500.00
Marketing/Sales/Promotion				
Admission Tickets/Merchandise				
Advertising	12,075.00	44,630.00	17,050.00	6,950.00
Bid Fees	100.00	4,000.00	4,000.00	0.00
Client Relations	185.00	265.00	450.00	220.00
Community Luncheons/Events	125.00	120.00	1,625.00	70.00
Event Personnel	0.00	0.00	0.00	0.00
Facility Rental	300.00	0.00	0.00	0.00
Gift Baskets	185.00	235.00	255.00	570.00
Hospitality	0.00	0.00	0.00	0.00
Luncheons/Banquet	237.00	962.00	147.00	2,907.00
Memberships	2,430.00	100.00	2,600.00	725.00
Mileage	130.00	100.00	130.00	100.00
Postage	2,100.00	2,100.00	2,100.00	2,100.00
Printing	0.00	0.00	0.00	0.00
Professional Development				
Registration	0.00	800.00	0.00	900.00
Professional Development - Other	2,650.00	1,170.00	950.00	2,280.00
Total Professional Development	2,650.00	1,970.00	950.00	3,180.00

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	<u>Feb 07</u>	<u>Mar 07</u>	<u>Apr 07</u>	<u>May 07</u>
Promotional	200.00	5,675.00	2,000.00	600.00
Registration	75.00	25.00	0.00	2,250.00
Research	0.00	25,000.00	0.00	0.00
Sales/Marketing Leads	300.00	300.00	480.00	300.00
Site Visits/FAM Tours	0.00	200.00	200.00	200.00
Special Events	0.00	0.00	0.00	2,700.00
Sponsorships	1,750.00	3,975.00	2,500.00	3,300.00
Telephone				
Trade Show/Booth	2,080.00	1,350.00	100.00	1,250.00
Travel				
Air	500.00	250.00	0.00	0.00
Ground	610.00	305.00	1,315.00	200.00
Hotel	1,925.00	1,230.00	3,410.00	730.00
Meals	665.00	500.00	1,075.00	345.00
Misc.	50.00	75.00	135.00	40.00
Total Travel	<u>3,750.00</u>	<u>2,360.00</u>	<u>5,935.00</u>	<u>1,315.00</u>
Total Marketing/Sales/Promotion	28,672.00	93,367.00	40,522.00	28,737.00
Payroll Expenses	45,075.00	46,045.00	46,045.00	46,045.00
Total Expense	<u>87,572.00</u>	<u>154,252.00</u>	<u>102,112.00</u>	<u>83,257.00</u>
Net Ordinary Income	28,643.00	-46,392.00	-11,627.00	33,978.00
Net Income	<u><u>28,643.00</u></u>	<u><u>-46,392.00</u></u>	<u><u>-11,627.00</u></u>	<u><u>33,978.00</u></u>

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	Jun 07	Jul 07	Aug 07	Sep 07
Ordinary Income/Expense				
Income				
Booking Commissions				
Bryan	500.00	0.00	0.00	500.00
BVSF Events	0.00	0.00	27,500.00	0.00
Entry Fees	0.00	0.00	0.00	0.00
Programs	800.00	400.00	600.00	900.00
Souvenirs	600.00	400.00	0.00	0.00
Sponsorships	0.00	0.00	0.00	0.00
Tickets	19,000.00	0.00	0.00	0.00
Total BVSF Events	20,400.00	9,300.00	600.00	900.00
College Station				
Industry Participation	88,330.00	88,330.00	88,330.00	88,330.00
Inkind/Donated Services	1,525.00	0.00	0.00	2,000.00
Advertising	0.00	2,250.00	0.00	0.00
Attractions	0.00	200.00	0.00	0.00
Facilities	0.00	0.00	0.00	0.00
Hotel	0.00	0.00	0.00	500.00
Meals	0.00	0.00	1,000.00	0.00
Miscellaneous	0.00	500.00	0.00	0.00
Total Inkind/Donated Services	0.00	3,000.00	1,000.00	500.00
Interest earned	0.00	1,400.00	0.00	0.00
Total Income	110,755.00	102,030.00	117,430.00	92,230.00
Expense				
Administrative/Operations				
Audit/Legal	750.00	0.00	0.00	750.00
Bank Charges				
Board Expenses	75.00	1,000.00	0.00	75.00
Building Repairs & Maintenance	1,335.00	1,611.00	0.00	1,335.00
Dues/Subscriptions	150.00	0.00	1,280.00	0.00
Electrical/Water Svc Expense	900.00	900.00	0.00	900.00
Liability Insurance	1,300.00	1,300.00	900.00	900.00
Miscellaneous	100.00	100.00	1,300.00	100.00
Office Supplies	750.00	750.00	100.00	750.00
Outside Storage	175.00	175.00	750.00	175.00
Printing	250.00	250.00	250.00	250.00
Professional Services	500.00	0.00	0.00	350.00
Property Tax				
Sympathy/Recognition	100.00	0.00	0.00	0.00
Technical Support	150.00	75.00	75.00	100.00
Telephone	1,100.00	1,100.00	75.00	150.00
Vehicle Gas & Maintenance	100.00	300.00	1,100.00	100.00
Total Administrative/Operations	7,735.00	7,561.00	6,030.00	7,435.00

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	Jun 07	Jul 07	Aug 07	Sep 07
Capital				
Equipment				
Equipment Repair & Maint.	50.00	0.00	0.00	50.00
Lease	1,720.00	1,295.00	1,295.00	1,720.00
Equipment - Other	0.00	0.00	0.00	0.00
Total Equipment	1,770.00	1,295.00	1,295.00	1,770.00
Furniture	250.00	0.00	0.00	250.00
Total Capital	2,020.00	1,295.00	1,295.00	2,020.00
Inkind/Donated Services Expense				
Advertising	0.00	2,250.00	0.00	0.00
Attractions	0.00	200.00	0.00	0.00
Facilities	0.00	0.00	0.00	500.00
Hotel	0.00	0.00	1,000.00	0.00
Meals	0.00	500.00	0.00	0.00
Miscellaneous	0.00	50.00	0.00	0.00
Total Inkind/Donated Services Expense	0.00	3,000.00	1,000.00	500.00
Marketing/Sales/Promotion				
Admission Tickets/Merchandise				
Advertising	2,135.00	9,680.00	6,810.00	11,235.00
Bid Fees	0.00	100.00	0.00	4,000.00
Client Relations	165.00	330.00	245.00	370.00
Community Luncheons/Events	75.00	70.00	75.00	70.00
Event Personnel	10,100.00	8,400.00	0.00	0.00
Facility Rental	9,250.00	10,200.00	0.00	300.00
Gift Baskets	50.00	200.00	185.00	100.00
Hospitality	1,650.00	2,150.00	0.00	0.00
Luncheons/Banquet	992.00	1,632.00	147.00	1,092.00
Memberships	0.00	75.00	0.00	1,500.00
Mileage	80.00	50.00	80.00	50.00
Postage	2,200.00	2,100.00	2,100.00	2,200.00
Printing	720.00	200.00	0.00	100.00
Professional Development				
Registration	0.00	0.00	0.00	0.00
Professional Development - Other	1,500.00	3,955.00	2,010.00	0.00
Total Professional Development	1,500.00	3,955.00	2,010.00	0.00

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	<u>Jun 07</u>	<u>Jul 07</u>	<u>Aug 07</u>	<u>Sep 07</u>
Promotional	1,250.00	300.00	500.00	3,300.00
Registration	225.00	650.00	1,475.00	0.00
Research	0.00	0.00	0.00	0.00
Sales/Marketing Leads	300.00	300.00	300.00	300.00
Site Visits/FAM Tours	200.00	200.00	200.00	200.00
Special Events	0.00	0.00	0.00	0.00
Sponsorships	10,300.00	2,200.00	300.00	0.00
Telephone				
Trade Show/Booth	750.00	0.00	1,050.00	400.00
Travel				
Air	600.00	650.00	750.00	250.00
Ground	630.00	180.00	800.00	345.00
Hotel	1,505.00	900.00	2,480.00	1,800.00
Meals	715.00	305.00	715.00	595.00
Misc.	105.00	50.00	85.00	90.00
Total Travel	<u>3,555.00</u>	<u>2,085.00</u>	<u>4,830.00</u>	<u>3,080.00</u>
Total Marketing/Sales/Promotion	45,497.00	44,877.00	20,307.00	28,297.00
Payroll Expenses	46,045.00	46,045.00	46,045.00	73,045.00
Total Expense	<u>101,297.00</u>	<u>102,778.00</u>	<u>74,677.00</u>	<u>111,297.00</u>
Net Ordinary Income	9,458.00	-748.00	42,753.00	-19,067.00
Net Income	<u><u>9,458.00</u></u>	<u><u>-748.00</u></u>	<u><u>42,753.00</u></u>	<u><u>-19,067.00</u></u>

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Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

TOTAL
Oct '06 - Sep 07

Ordinary Income/Expense**Income**

Booking Commissions	2,000.00
Bryan	110,000.00
BVSF Events	
Entry Fees	4,200.00
Programs	1,800.00
Souvenirs	1,700.00
Sponsorships	28,000.00
Tickets	44,500.00
Total BVSF Events	80,200.00
College Station	1,060,000.00
Industry Participation	29,530.00
Inkind/Donated Services	
Advertising	4,500.00
Attractions	600.00
Facilities	1,500.00
Hotel	2,500.00
Meals	1,500.00
Miscellaneous	150.00
Total Inkind/Donated Services	10,750.00
Interest earned	5,600.00
Total Income	1,298,080.00

Expense**Administrative/Operations**

Audit/Legal	6,500.00
Bank Charges	0.00
Board Expenses	4,650.00
Building Repairs & Maintenance	17,411.00
Dues/Subscriptions	2,940.00
Electrical/Water Svc Expense	10,800.00
Liability Insurance	17,410.00
Miscellaneous	1,200.00
Office Supplies	9,000.00
Outside Storage	2,100.00
Printing	3,000.00
Professional Services	3,200.00
Property Tax	1,500.00
Sympathy/Recognition	1,300.00
Technical Support	14,505.00
Telephone	13,200.00
Vehicle Gas & Maintenance	2,300.00
Total Administrative/Operations	111,016.00

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09/11/06

Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	TOTAL
	Oct '06 - Sep 07
Capital	
Equipment	
Equipment Repair & Maint.	500.00
Lease	17,240.00
Equipment - Other	4,500.00
Total Equipment	22,240.00
Furniture	1,000.00
Total Capital	23,240.00
Inkind/Donated Services Expense	
Advertising	4,500.00
Attractions	600.00
Facilities	1,500.00
Hotel	2,500.00
Meals	1,500.00
Miscellaneous	150.00
Total Inkind/Donated Services Expense	10,750.00
Marketing/Sales/Promotion	
Admission Tickets/Merchandise	1,680.00
Advertising	151,535.00
Bid Fees	21,200.00
Client Relations	3,510.00
Community Luncheons/Events	3,010.00
Event Personnel	45,650.00
Facility Rental	34,550.00
Gift Baskets	2,385.00
Hospitality	6,000.00
Luncheons/Banquet	14,154.00
Memberships	17,000.00
Mileage	1,180.00
Postage	26,075.00
Printing	26,520.00
Professional Development	
Registration	3,600.00
Professional Development - Other	23,450.00
Total Professional Development	27,050.00

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09/11/06

Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2006 through September 2007

	<u>TOTAL</u>
	<u>Oct '06 - Sep 07</u>
Promotional	38,325.00
Registration	7,500.00
Research	50,000.00
Sales/Marketing Leads	4,280.00
Site Visits/FAM Tours	2,000.00
Special Events	5,200.00
Sponsorships	34,525.00
Telephone	0.00
Trade Show/Booth	10,330.00
Travel	
Air	5,950.00
Ground	6,880.00
Hotel	22,995.00
Meals	7,940.00
Misc.	960.00
Total Travel	<u>44,725.00</u>
Total Marketing/Sales/Promotion	578,384.00
Payroll Expenses	<u>574,690.00</u>
Total Expense	<u>1,298,080.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT
AND USE OF HOTEL TAX REVENUE**

THIS AGREEMENT made between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the "City"), and the Brazos Valley Convention and Visitors Bureau d/b/a Bryan-College Station Convention and Visitors Bureau, a Texas Non-Profit Corporation (hereinafter referred to as the "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, TEXAS TAX CODE §351.101 authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue use for furnishing of facilities, personnel and materials for the registration of convention delegates or registrants; for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity; and

WHEREAS, Agency is well equipped to perform those activities; and

WHEREAS, TEXAS 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;

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 The term "Agency" shall mean the Brazos Valley Convention and Visitors Bureau d/b/a Bryan-College Station Convention and Visitors Bureau, 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 The term "City" shall mean the City of College Station, in the County of Brazos, and the State of Texas.

1.3 The term "Contract Quarter" shall refer 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 The term "Expenditure Report" shall mean a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Texas Tax Code §§351.101 and 351.108.

1.5 The term "Financial Activity Report" shall mean a quarterly report which includes a summary of revenues and expenditures, and a summary of assets and liabilities to be submitted to the City on the form attached herein as Exhibit A.

1.6 The term "Hotel Tax Revenue" shall mean 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 Texas 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.

1.7 The term "Narrative Summary of Activity Report" shall mean a 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.

1.8 The term "Performance Measure Report" shall mean 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 B.

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 ONE MILLION SIXTY THOUSAND DOLLARS AND NO/100 CENTS (\$1,060,000.00), to be paid as follows:

- A. the total amount of ONE MILLION SIXTY THOUSAND DOLLARS AND NO/100 (\$1,060,000.00) from the City's Hotel Tax Revenue. Payment will be made in twelve (12) equal monthly installments of \$88,333.33; and

2.2 Monthly payments (with the exception of the first 4 monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the

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Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th, of each contract year.)

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 allocations if City determines that Agency's expenditures deviate materially from their approved budget subject to § 4.1 hereof 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 furnishing of facilities, personnel and materials for the registration of convention delegates or registrants; for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

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 above.

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 above.

(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.

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9/11/2006

(a) Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City an annual budget to be approved by the City Council for each fiscal year, for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, 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 § 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 funds only in the manner and for the purposes specified in this Agreement, TEXAS 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 complete and accurate financial records 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 Upon written request of the College Station City Council, or other person, 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. Performance Measure Report.
- C. Narrative Summary of Activity Report
- D. Expenditure Report.

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

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

4.9 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 24 hours in advance of such review and a brief description of how that review is to be conducted.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 The City shall have the option to recommend one appointee for any one 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 Agency shall provide the City Manager with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City Manager of non-regular 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.

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

ARTICLE VI. TERM AND TERMINATION

6.1 **Term.** The term of this Agreement shall commence on October 1, 2006 and terminate at midnight on October 31, 2007. However, the program period shall commence on October 1, 2006 and terminate at midnight on September 30, 2007. Only those

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expenditures authorized by Chapter 351 of the Texas Tax Code which are actually incurred or contractually obligated 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 Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to §6.2(a), City agrees to reimburse Agency for any contractual obligations undertaken by Agency 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 and 3.2 above.

(c) Further, upon termination pursuant to §6.2(a), 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 Texas 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 3.2 above.

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

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

(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;

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(c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or

(d) 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.

(e) The failure of Agency to submit a Quarterly Expenditure Report as required by Texas 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 In the event that this Agreement is terminated pursuant to §§6.3 or 6.4, 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 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE VIII
INSURANCE

8.1 Agency shall be covered by insurance as listed in Exhibit C - Insurance Coverage and Limit Requirements.

8.2 City must be named as an additional insured on all policies (except Worker's Compensation) and Certificates of Insurance shall be attached herein as Exhibit D.

ARTICLE IX
GENERAL PROVISIONS

9.1 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.

9.2 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.

9.3 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 or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, 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 nondiscrimination requirement.

9.4 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 or disability.

9.5 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 provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or furnishings assisted in any way under this Agreement.

9.6 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.

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

9.8 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

9.9 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.

9.10 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.

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

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

9.13 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.

9.14 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.

9.15 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

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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.

9.16 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: Finance and Strategic Planning
1101 Texas Avenue
College Station, Texas 77840

Agency: Brazos Valley Convention and Visitors Bureau
Attn: Chief Executive Officer
715 University Drive East
College Station, Texas 77840

Executed this the _____ day of _____, 2006.

**BRAZOS VALLEY CONVENTION
AND VISITORS BUREAU**

CITY OF COLLEGE STATION

By: *[Signature]* By: _____
Printed Name: BARRY H. BIGGAR Ron Silvia, Mayor
Title: PRESIDENT / CEO.
Date: 09/11/2006.

ATTEST: _____

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager

Date

Contract No. 07-014

Angela M DeRosa
City Attorney

Date

Jeff Kersten, Chief Financial Officer

Date

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 11 day of SEPTEMBER, 2006, by DARRY H. BIGGAR in his/her capacity as PRESIDENT/CEO of the Brazos Valley Convention and Visitors Bureau.



T Cantrell
Notary Public in and for
the State of Texas

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2006, by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Agency Name: _____

Quarter: _____

Income Statement

Revenue Source	Agency Actual (non Hotel Tax funds)	Agency Actual (Hotel Tax funds)	Quarterly Total
Income			
Fees			
Net Sales			
Contributions			
Individual			
Board			
Foundations/trusts			
Special events			
Organizations			
Civic			
Corporate			
Government Revenue			
City of College Station			
City of Bryan			
Brazos County			
Federal			
State			
School district			
Other Local Sources			
Investment Income (div.,int.,cap gains)			
Other:			
In-kind contributions			
Total Income			

Exhibit A – Financial Activity Report

Agency Name: _____

Quarter: _____

Expense Report

(Include any items that have been contracted for but not paid for and indicate with *)

Expense Account	Agency actual (non Hotel Tax funds)	Agency actual (Hotel Tax funds)	Total
Salaries & Benefits			
Supplies			
Maintenance			
Purchased Services			
Capital Outlay			
Other:			
In-kind expenses			
Total operating Expenses			

Surplus (Deficit)

Fiscal Year	Agency actual (non Hotel Tax funds)	Agency actual (Hotel Tax funds)	Total
Income - expenses =			

Explain income statement deficits on an attached sheet.

Exhibit A – Financial Activity Report

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Agency Name: _____
 Quarter: _____

(current quarter as of) (prior quarter as of)

ASSETS

CURRENT ASSETS

Cash and cash equivalents	_____	_____
Investments	_____	_____
Receivables	_____	_____
	_____	_____
Prepaid expenses	_____	_____
TOTAL CURRENT ASSETS	_____	_____
Property and equipment	_____	_____
Accumulated depreciation	_____	_____
TOTAL PROPERTY AND EQUIPMENT	_____	_____
OTHER ASSETS	_____	_____
	_____	_____
TOTAL ASSETS	=====	=====

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES		
Accounts payable	_____	_____
Current portion of long-term debt	_____	_____
Deferred revenue	_____	_____
TOTAL CURRENT LIABILITIES	=====	=====
LONG-TERM DEBT, less current portion	_____	_____
	_____	_____
TOTAL LIABILITIES	_____	_____
FUND BALANCE	_____	_____
Unrestricted	_____	_____
Temporarily restricted	_____	_____
Permanently restricted	_____	_____
TOTAL FUND BALANCE	=====	=====
TOTAL LIABILITIES AND FUND BALANCE	=====	=====

(“TOTAL ASSETS” MUST EQUAL “TOTAL LIABILITIES AND FUND BALANCE”)

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of month..

EXHIBIT B - Performance Measure Report

EMPLOYMENT/PROSPERITY CONVENTION AND VISITORS BUREAU				
Description & Budget Explanation: The mission of the Brazos Valley Convention & Visitors Bureau is to enhance economic and social growth in College Station, Bryan and the Brazos Valley by marketing, selling, promoting, developing and coordinating tourism, conventions, sports and hospitality opportunities in the area.				
	FY 04	FY 05	FY 06	FY 07
	Actual	Actual	Estimate	Proposed
Budget Summary	\$915,200	\$960,000	\$960,000	\$1,060,000

Program Name: Business Travel Market

Service Level:

Through an integrated plan of action, the Business Travel market will generate incremental confirmed conventions and meetings to our area, identify and develop qualified leads for future bookings and provide exceptional servicing to all conventions, conferences and meetings held in our destination.

Performance Measures	FY 04	FY 05	FY 06	FY07
	Actual	Actual	Estimate	Proposed
Conventions Booked				
* Definite Room Nights				
* Number of attendees				
* Direct Spending				
Convention Leads				
* Number of Leads				
* Lead Room Nights				
* Number of Attendees				
* Potential Direct Spending				
Conventions Serviced				
* Number of Conventions Serviced				
* Number of Room Nights				
* Number of Attendees				
* Direct Spending				

Program Name: Leisure Travel Market

Service Level:

Through an integrated plan of action, the Leisure Travel Market will generate incremental group tour programs, both overnight and day trips, increase individual visitor inquiries and conversion to actual visitation.

Performance Measures:	FY 04	FY 05	FY 06	FY07
	Actual	Actual	Estimate	Proposed
Group Tours Booked(Overnight)				
* Number of New Programs				
* Number of Travelers				
* Number of Room Nights				
* Direct Spending				
Group Tours Booked(Day Trips)				
* Number of New Programs				
* Number of Travelers				
* Direct Spending				
Individual Travel				
Requests for information from Advertising:				
* Reader Response from Publications				
* Web Site Information Requests				
* Phone Requests				
* Direct Spending based on Conversion				

Program Name: Sports Travel Market

Service Level:

Through an integrated plan of action, the Sports Travel market will generate incremental sports related activities and events to our area, identify and develop qualified leads for future events and provide exceptional servicing to all sports related activities and events held in our destination.

Performance Measures:	FY 04	FY 05	FY 06	FY07
	Actual	Actual	Estimate	Proposed
New Sports Events Booked				
* Number of Events				
* Definite Room Nights				
* Number of attendees				
* Direct Spending				
Sports Event Leads				
* Number of Leads				
* Lead Room Nights				
* Number of Attendees				
* Potential Direct Spending				
Sports Events Serviced				
* Number of Events Serviced				
* Number of Room Nights				
* Number of Attendees				
* Direct Spending				

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EXHIBIT C
CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Items required are indicated with an "X"

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

Claims made policies are *acceptable on this line of coverage**

Must have an Extended Reporting Period Endorsement*

208

Pollution Liability

Coverage Limit **minimum** \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit **minimum** should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.
(Coverage Limit Requirement as Determined by the City's Risk Manager)

**Exhibit D Certificate of Insurance
See Attached**

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FE
BVCVB-1

0210(MM/DD/YYYY)
09/11/06

PRODUCER
Anco Insurance B/CS
P. O. Box 3889
Bryan TX 77805
Phone: 979-776-2626 Fax: 979-776-1308

INSURED
B/V Convention & Visitors Bure
715 E. Univ. Dr.
College Station TX 77840

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: America First Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP9738951	03/01/06	03/01/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000								
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9739051	03/01/06	03/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	CU9730652	03/01/06	03/01/07	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC9739351	03/01/06	03/01/07	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1000000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1000000	E.L. DISEASE - EA EMPLOYEE	\$ 1000000	E.L. DISEASE - POLICY LIMIT	\$ 1000000
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$ 1000000													
E.L. DISEASE - EA EMPLOYEE	\$ 1000000													
E.L. DISEASE - POLICY LIMIT	\$ 1000000													
A		Property Section Equipment Floate	CBP9738951	03/01/06	03/01/07	Copier								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is shown as Additional Insured on Commercial General Liability; Business Auto Liability

CERTIFICATE HOLDER	CANCELLATION
CITYCS5 City of College Station Susan Manna P. O. Box 9960 College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

September 28, 2006
Consent Agenda Item
Funding Agreement With Research Valley Partnership

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership for FY07 in the amount of \$293,287.

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

Summary: As part of the 2006-2007 budget process the City Council approved funding for the Research Valley Partnership in the amount of \$293,287. This funding is for the provision of economic development services for the area.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2006-2007 Electric Fund and Economic Development Fund in the total amount of \$293,287. \$243,287 is to be used for the operations and maintenance of the Research Valley Partnership next year and is funded from the Electric Fund. \$50,000 is to be used for marketing efforts of the Research Valley Partnership and is funded from the Economic Development Fund.

Attachments:

Research Valley Partnership Funding Agreement

FUNDING AGREEMENT

This Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City") and the Research Valley Partnership, a Texas Non – Profit Corporation (hereinafter referred to as "Agency").

WHEREAS, the 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 it's purpose shares this common goal with the City; and

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

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 STATEMENT OF WORK

1.1 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.

ARTICLE II PAYMENT

2.1 For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **TWO HUNDRED NINETY THREE THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS AND NO/100 CENTS (\$293,287.00)**. Of this total, \$243,287.00 is from the City's Electric Fund and \$50,000.00 is from the City's Economic Development Fund. The \$243,287.00 will be spent for general operations and the \$50,000.00 will be spent for marketing. The appropriated funds shall be used during the period of October 1, 2006 to September 30, 2007. Payment will be made in twelve (12) equal monthly installments of \$24,440.58.

2.2 Funding 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, October 30th of each contract year).

2.3 City may withhold further allocations 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.

**ARTICLE III
RECORDS AND REPORTS**

3.1 As used in this Agreement, the following terms shall have the following specific meanings:

- (a) Financial Activity Report – quarterly report which includes a summary of revenues and expenditures, and a summary of assets and liabilities to be submitted to the City on the form attached herein as Exhibit A.
- (b) Narrative Summary of Activity Report - quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Statement of Work.
- (c) Performance Measure Report – 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 B. Performance measures shall be developed annually based on level of services provided by Agency with City funding.
- (d) Contract Quarter - shall refer 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.

3.2 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.

3.3 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.

3.4 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. 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, ch. 552, as hereafter amended.

3.5 **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. Performance measures will be developed on an annual basis by Agency in conjunction with City. City shall approve performance measures.

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

3.6 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).

3.7 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.

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

3.9 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.

ARTICLE IV AGENCY BOARD OF DIRECTORS

4.1 The City shall have the option to recommend one appointee for any one 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.

4.2 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular 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.

4.3 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.

ARTICLE V
TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on October 1, 2006, and terminate at midnight on October 31, 2007. However, the program period shall commence on October 1, 2006, and terminate at midnight on September 30, 2007. 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.

5.2 Termination Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to Section 5.2(a), City agrees to reimburse Agency for any contractual obligations of Agency undertaken by Agency 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 I above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(c) Further, upon termination pursuant to §5.2(a), 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 of a request from City, 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 I above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

5.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) The termination of the legal existence of Agency;
- (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;
- (c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or

(d) 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 the City notifies Agency of such breach.

5.4 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.

5.5 In the event that this Agreement is terminated pursuant to §§5.3 or 5.4, 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 VI INDEMNIFICATION AND RELEASE

6.1 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

6.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE VII INSURANCE

7.1 Agency shall be covered by insurance as listed in Exhibit C - Insurance Coverage and Limit Requirements.

7.2 City must be named as an additional insured on all policies (except Workers' Compensation) and Certificate of Insurance shall be attached herein as Exhibit D.

ARTICLE VIII GENERAL PROVISIONS

8.1 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 I above. In the event that 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 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 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 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 or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, 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 nondiscrimination requirement.

8.5 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 or disability.

8.6 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 provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 The parties to this Agreement agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in Article I shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.

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

8.10 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

8.11 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.

8.12 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.

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

8.14 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.

8.15 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.

8.16 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.

8.17 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.

8.18 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.

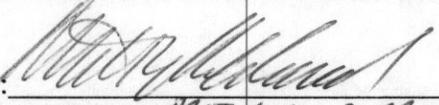
City: City of College Station
Attn: Finance and Strategic Planning
1101 Texas Avenue
College Station, Texas 77840

Agency: Research Valley Partnership
1500 Research Parkway
College Station, TX 77845

Executed this the ____ day of _____, 2006.

RESEARCH VALLEY PARTNERSHIP

CITY OF COLLEGE STATION

By: 
Printed Name: MITCHELL P. MORELAND
Title: Chairman
Date: 9-13-06

By: _____
Ron Silvia, Mayor

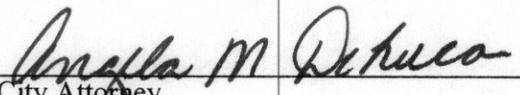
ATTEST:

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager

Date


City Attorney

Date

Jeff Kersten, Chief Financial Officer

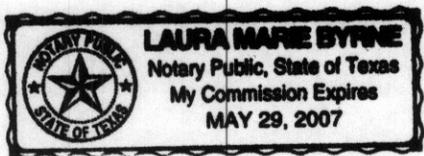
Date

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 13 day of September, 2006, by Mitchell Morehead in his/her capacity as Chairman of the Research Valley Partnership.

Laura Marie Byrne
Notary Public in and for
the State of Texas



STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2006, by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Exhibit A – Financial Activity Report

Agency Name: _____

Quarter: _____

Income Statement

Revenue Source	Agency Actual
Income	
Fees	
Net Sales	
Contributions	
Individual	
Board	
Foundations/trusts	
Special events	
Organizations	
Civic	
Corporate	
Government Revenue	
City of College Station	
City of Bryan	
Brazos County	
Federal	
State	
School district	
Other Local Sources	
Investment Income (div.,int.,cap gains)	
Other:	
In-kind contributions	
Total Income	

Exhibit A – Financial Activity Report

Agency Name: _____

Quarter: _____

Expense Report

Expense Account	Agency Actual
Salaries & Benefits	
Supplies	
Maintenance	
Purchased Services	
Capital Outlay	
Other:	
In-kind expenses	
Total operating Expenses	

Surplus (Deficit)

Fiscal Year	Agency actual
Income-expenses =	

Explain income statement deficits on an attached sheet.

Exhibit A – Financial Activity Report

Agency Name: _____
 Quarter: _____

(current quarter as of) (prior quarter as of)

ASSETS

CURRENT ASSETS

Cash and cash equivalents	_____	_____
Investments	_____	_____
Receivables	_____	_____
	_____	_____
Prepaid expenses	_____	_____
TOTAL CURRENT ASSETS	_____	_____
Property and equipment	_____	_____
Accumulated depreciation	_____	_____
TOTAL PROPERTY AND EQUIPMENT	_____	_____
OTHER ASSETS	_____	_____
	_____	_____
TOTAL ASSETS	_____	_____

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

Accounts payable	_____	_____
Current portion of long-term debt	_____	_____
Deferred revenue	_____	_____
TOTAL CURRENT LIABILITIES	_____	_____

LONG-TERM DEBT, less current portion

TOTAL LIABILITIES	_____	_____
FUND BALANCE	_____	_____
Unrestricted	_____	_____
Temporarily restricted	_____	_____
Permanently restricted	_____	_____
TOTAL FUND BALANCE	_____	_____
TOTAL LIABILITIES AND FUND BALANCE	_____	_____

(“TOTAL ASSETS” MUST EQUAL “TOTAL LIABILITIES AND FUND BALANCE”)

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of your prior year.

Exhibit B
Performance Measure Report

PERFORMANCE MEASURE OUTSIDE AGENCY				
Description & Budget Explanation:				
City staff will work with Agency throughout the budget process to develop performance measures in accordance with Agency funding as approved by City Council.				
First quarter measures would be given in actuals and the remaining quarters would be estimates. In the second quarter, the first and second quarter information would be actuals and the remaining estimates and so on.				
College Station Yearly Budget Summary	FY 04	FY 05	FY 06	FY 07
	Actual	Actual	Estimate	Proposed
	\$0	\$0	\$0	\$0
College Station Quarterly Budget Summary	Quarter 1	Quarter 2	Quarter 3	Quarter 4
	Actual	Proposed	Proposed	Proposed
	\$0	\$0	\$0	\$0

Program Name: Name of program or service to be performed with City funding

Service Level: A description of the service or activity to be performed with City funding would be described here.

Performance Measures:	Quarter 1	Quarter 2	Quarter 3	Quarter 4
	Actual	Proposed	Proposed	Proposed
Effectiveness				
proposed performance measure indicator	XXX	XXX	XXX	XXX
Efficiency				
proposed performance measure indicator	XXX	XXX	XXX	XXX
Output				
proposed performance measure indicator	XXX	XXX	XXX	XXX
* The above information may be copied and repeated as needed to properly report all performance measures.				

EXHIBIT C
CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Items required are indicated with an "X"

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

Claims made policies are *acceptable on this line of coverage**

Must have an Extended Reporting Period Endorsement*

Pollution Liability

Coverage Limit **minimum** \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit **minimum** should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Exhibit D

Certificates of Insurance

Client#: 240

RESEVAL

228

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/06

PRODUCER Insurance Network of Texas 143 East Austin Giddings, TX 78942-3299 979 542-3666	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED The Research Valley Partnership 4001 E. 29TH ST. STE 180 Bryan, TX 77802	INSURER A: Hartford Lloyds Insurance Company	38253
	INSURER B: Hartford Insurance	
	INSURER C: Executive Risk Indemnity Inc	35181
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	65SBAPV6282	06/15/06	06/15/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	65SBAPV6282	06/15/06	06/15/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) S BODILY INJURY (Per accident) S PROPERTY DAMAGE (Per accident) S
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT S OTHER THAN AUTO ONLY: EA ACC S AGG S
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION S				EACH OCCURRENCE S AGGREGATE S S S
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	65WECGF4406	06/15/06	06/15/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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
C		OTHER Directors & Officers Deductible	81661341	06/15/06	06/15/07	\$1,000,000 Limit \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Exhibit C
 Certificate Holder is named as Additional Insured regard to the General Liability Policy and as an Additional Insured in regard to hired and non owned autos. A Waiver of Subrogation is granted in favor of Workman's Compensation.

CERTIFICATE HOLDER City of College Station Attn: Jenny Paige 1101 S. Texas Ave. College Station, TX 77840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Narrative Summary of Activity Report

Please provide a narrative summary of the activities funded with the money from the City of College Station. Use additional sheets if more space is needed.

**September 28, 2006
Regular Agenda Item
Ad Valorem Tax Rate Adoption**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2006-2007 advertised ad valorem tax rate of \$0.4539 per \$100 assessed valuation.

Recommendation(s): Adopt a tax rate.

Summary: The Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the effective tax rate then that entity must call and hold two public hearings on the proposed tax rate. The City Council called public hearings on a tax rate of \$0.4539 per \$100 assessed valuation. Following each public hearing the City Council announced the meeting date, time and place to adopt the tax rate. The two public hearing were held on September 14 and on September 18.

If the City Council wishes to adopt a tax rate above the effective tax rate of \$0.4127 cents per \$100 assessed valuation, the motion to adopt such a tax rate will need to be stated as follows: "I move that property taxes be increased by the adoption of a tax rate of (specify rate)".

The current tax rate of \$0.4394 per \$100 assessed valuation was used to prepare the budget approved by the City Council. If the City Council adopts a tax rate lower than the current rate, the approved budget will have to be amended and reduced.

Budgetary and Financial Summary: The public hearing tax rate of \$0.4539 per \$100 assessed valuation will generate approximately \$18.4 million in taxes. The current tax rate of \$0.4394 per \$100 assessed valuation will generate approximately \$17.8 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

For the public hearing tax rate of \$0.4539 per \$100 assessed valuation, the debt service portion is \$0.2484 per \$100 assessed valuation and the operations and maintenance portion is \$0.2055 per \$100 assessed valuation.

For the current tax rate of \$0.4394 per \$100 assessed valuation, the debt service portion is \$0.2484 per \$100 assessed valuation and the operations and maintenance portion is \$0.1910 per \$100 assessed valuation.

Attachments:

1. Tax Rate Ordinance (Option 1 - \$0.4539 per \$100 assessed valuation)
2. Tax Rate Ordinance (Option 2 - \$0.4394 per \$100 assessed valuation)

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2006-07 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2006-07 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of forty five and thirty nine hundredths cents (\$0.4539) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), twenty and fifty five one hundredths (\$0.2055) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), twenty four and eighty four one hundredths (\$0.2484) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

Section III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$15.90.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2006.

APPROVED:

Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

Harvey Cargill Jr.

Harvey Cargill Jr., City Attorney

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2006-07 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2006-07 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of forty three and ninety four hundredths cents (\$0.4394) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), nineteen and ten one hundredths (\$0.1910) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), twenty four and eighty four hundredths (\$0.2484) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

Section III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$1.40.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2006.

APPROVED:

Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

Harvey Cargill Jr.

Harvey Cargill Jr., City Attorney

September 28, 2006
Regular Agenda Item
Public Hearing and Consideration of Budget Amendment #3

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Public Hearing, presentation, possible action, and discussion on approval of an ordinance (Budget Amendment #3) amending the City of College Station 2005-2006 Budget authorizing an increase in appropriations of \$5,921,144.

Recommendation(s): Staff recommends the City Council hold the public hearing on Budget Amendment #3, and approve the budget amendment ordinance.

Summary: The proposed budget amendment is to increase appropriations in the 2005-2006 budget by \$5,921,144. The majority of this increase, \$5,500,000, is due to the increase in electric purchased power as a result of the renegotiated power supply contract.

The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. A number of items have been identified that need to be considered in a budget amendment. Attached is a list of the items in the proposed budget amendment.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover each of the appropriations in this budget amendment.

Attachments:

1. Budget Amendment #3 Detail List
2. Ordinance

Fiscal Year 2005-2006 Budget Amendment #3 Detail Listing

The proposed budget amendment is to increase the appropriations for the items listed below by \$5,921,144.

1. Purchased Power: \$5,500,000

This item will appropriate funds for the unanticipated increase in the cost of purchased power. These funds are available in the balance of the Electric Fund.

2. Council Chambers Audio Visual Upgrade: \$16,276

On August 7, 2006, Council approved the awarding of a contract for the installation and upgrade of audio and video presentation equipment in City Hall Council Chambers in the amount of \$73,513.75. Of this total, \$57,237.75 was transferred from the Fiscal Services operating budget to Information Services operating budget, with the remaining balance of \$16,276 to come from the Educational and Governmental (EG) Fee the City receives as part of the franchise agreement with SuddenLink Communications. This item will appropriate \$16,276 of the EG Fee for expenditure in the Information Services Department for the purchase of the Council Chambers upgraded Audio Visual equipment.

3. Senior Center Design: \$75,500

Funding for the conceptual design of a new Senior Center was approved by Council on July 27, 2006. Funds for this project were not included in the FY06 budget; however, funds in the amount of \$75,500 are available in the General Fund contingency balance. This item will authorize the transfer of these funds from the General Fund to the General Government Capital Improvement Projects Fund where the funds will be appropriated for expenditure.

4. Topographical/Aerial Map Project: \$224,678

In FY05, funds for the topographical/aerial map project were budgeted in the General Government Capital Improvement Projects Fund. A portion of the project budget was to be transferred from the Electric, Water, Wastewater, Drainage, and BVSWMMA funds. These transfers did not occur. This item will appropriate these funds so that they can be transferred to the General Government Capital Improvement Projects Fund. The funds will be appropriated as follows: \$32,742 in the Electric Fund, \$32,742 in the Water Fund, \$32,742 in the Wastewater Fund, \$49,126 in the Drainage Fund, and \$52,905 in BVSWMMA. These funds are available in the balance of each Fund.

In addition, in FY04, \$100,000 of the project budget was transferred from the General Fund to the General Government Capital Improvement Projects Fund. The project is now complete and came in under budget. This item will appropriate \$24,421 in the General Government Capital Improvement Projects Fund for transfer back to the General Fund. This amount reflects the General Fund portion of the project not expended.

5. Caterpillar Compactor: \$104,690

Included in the budget amendment approved on June 8, 2006 was \$750,000 of funds for the replacement of one of the BSWMA compactor units. The replacement is occurring a year ahead of schedule due to ongoing mechanical problems and equipment fires. The bid for the new compactor came in at \$854,690. This item will appropriate the difference of \$104,690 in the Equipment Replacement Fund where the expenditure will occur. These funds are available in the Equipment Replacement Fund balance. The additional cost of the new compactor will be offset by the sale of the old compactor through a guaranteed purchase provision. Proceeds from the sale will be placed in the Equipment Replacement Fund upon receipt.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT 3) AMENDING ORDINANCE NUMBER 2830 WHICH WILL AMEND THE BUDGET FOR THE 2005-2006 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, the City Council of the City of College Station, Texas, approved its Budget Ordinance for the 2005-2006 Fiscal Year on September 21, 2005; and

WHEREAS, the City Council of the City of College Station, Texas, desires to amend the approved Budget Ordinance; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, after notice of said hearing having been first duly given; now, therefore,

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

Part 1: That Part 1 of the Budget Ordinance for the 2005-2006 Fiscal Year is amended to read as follows:

"PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station Texas. Amended appropriations for fiscal year 2005-2006 for the General Fund are \$44,199,547, for the Electric Fund are \$57,120,387, for the Water Fund are \$9,727,801, for the Wastewater Fund are \$11,638,716, for the Drainage Fund are \$2,468,858, for the Equipment Replacement Fund are \$3,693,826, for the BVSWMA Fund are \$5,995,100, and for the General Government Capital Improvement Projects Fund are \$3,496,120. All other appropriations as originally adopted and amended by the City Council remain in full force and effect."

Part 2: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2006.

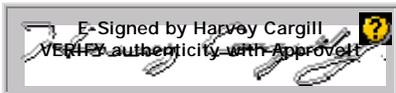
ATTEST:

APPROVED:

Connie Hooks, City Secretary

Ron Silvia, Mayor

APPROVED:



City Attorney

**September 28, 2006
Regular Agenda
BVSWMA Landfill Rate Resolution**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution setting rates and fees for the Brazos Valley Solid Waste Management Agency (BVSWMA) Rock Prairie Road Landfill, having the effect of raising rates for disposal services by eight percent (8%), and setting an effective date of October 1, 2006.

Recommendation(s): Staff recommends approval of a rate resolution setting rates and fees for the BVSWMA Rock Prairie Road Landfill, having the effect of raising rates for disposal services by eight percent (8%), effective October 1, 2006.

Summary: This rate resolution increases rates and fees for the BVSWMA Rock Prairie Road Landfill for all services by 8%. The basic landfill tipping rate will increase from \$22.25 to \$24.05 per ton, while the rate for the Cities of College Station and Bryan will increase from \$18.75 to \$20.25 per ton. With the added fee of \$1.25 required by the Texas Commission on Environmental Quality, the total costs per ton will be \$25.30 for customers and \$21.50 for the Cities.

The rate resolution has been approved by the BVSWMA Policy Advisory Board at their meeting held on August 4, 2006. An identical rate resolution will be presented for consideration to the Bryan City Council on September 26, 2006.

Budget & Financial Summary: Approximately \$587,000 in additional revenue will be generated by the increase in FY 2007. The increase is necessary to fund both the development of the future State Highway 30 Landfill and execution of the final closure project for the Rock Prairie Road Landfill.

Attachments:

1. Rate Resolution
2. BVSWMA Policy Advisory Board August 4, 2006 Meeting Minutes
3. Proposed Rate Comparison

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING CHARGES FOR DISPOSAL SERVICES PROVIDED BY THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY'S ROCK PRAIRIE ROAD LANDFILL; REVOKING ALL PREVIOUS RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brazos Valley Solid Waste Management Agency (BVSWMA) is an entity created under an interlocal agreement between the Cities of Bryan and College Station, Texas, and

WHEREAS, the interlocal agreement requires that each City adopt the charges for landfill disposal services provided to the various customers of any landfill operated by BVSWMA, and

WHEREAS, the BVSWMA Board of Directors has reviewed and approved the operating budget and charges assessed by BVSWMA; now, therefore,

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

PART 1: Charges for disposal services shall be assessed on the following basis:

A. NORMAL MUNICIPAL SOLID WASTE

1. The basic landfill tipping fee for normal municipal solid waste shall be assessed on the basis of \$24.05 per measured ton.
2. A customer class including the Cities of Bryan and College Station, Texas shall be charged \$20.25 per measured ton of waste material brought into the landfill.

B. SPECIAL WASTES

1. The basic landfill tipping fee for special wastes which does not require special handling and/or documentation shall be \$24.05 per measured ton.
2. The customer class including the Cities of Bryan and College Station, Texas shall be charged \$20.25 per measured ton for any special waste disposed of at the landfill.

C. TIRES

1. The fee charged for tires brought to the landfill for disposal shall be:
 - (a) \$3.25 per tire for tires up to 19.5 inches in diameter
 - (b) \$8.65 per tire for tires between 19.6 inches and 24.5 inches in diameter
 - (c) \$21.60 per tire for tires in excess of 24.5 inches in diameter.

D. WHITE GOODS, APPLIANCES, REFRIGERATION DEVICES.

1. The fee charged to recover Freon from refrigeration devices brought to the landfill shall be \$10.80 per unit and shall be assessed the basic landfill tipping fee of \$24.05 per measured ton. Refrigeration devices that have undergone Freon removal and have been stamped by a certified Freon extractor prior to arriving at the landfill will be assessed the basic landfill tipping fee of \$24.05 per measured ton.
2. All other white goods and appliances shall be assessed the basic landfill tipping fee of \$24.05 per measured ton.

E. UNSECURED LOAD FEES

1. Users of the landfill who enter the landfill with waste materials not secured in a manner as to prevent spillage or blowing of waste from the vehicle and/or container used to transport the waste during the transportation of waste shall be assessed a surcharge of \$10.80 per measured ton over the base tipping fee with a minimum charge of \$10.80.

F. PULLOFF/CLEAN-OUT FEES

1. Users of the landfill upon execution of a waiver of liability and at the discretion of landfill personnel may be allowed to utilize equipment and/or devices provided by the landfill to assist in the unloading or clean-out of waste for a charge of \$10.80 per load occurrence and/or trip into the landfill.

G. CONTAMINATED/CLEAN SOILS

1. The charge for the disposal of contaminated soils received at the landfill which have been approved by the Texas Commission On Environmental Quality and the Management Staff of the landfill for use as daily and/or intermediate cover material shall be assessed on the basis of \$5.40 per measured ton.
2. No charge will be assessed for clean soils that can be utilized as daily and/or intermediate cover material.

H. CHARGES BY CUBIC YARD

1. In the event that it becomes impossible or impractical to assess fees on a per weight basis, the following schedule of rates will be assessed based upon the estimated capacity of the vehicle and/or container used to transport waste into the landfill.
 - (a) A customer class including the Cities of Bryan and College Station shall be charged \$9.20 per cubic yard.

RESOLUTION NO. _____

Page 3

(b) All other customers shall be charged \$10.80 per cubic yard.

I. In addition to the fees established above, each customer shall pay any fees, charges, or taxes as required by the State of Texas, in accordance with 30 Texas Administrative Code (TAC), Section 330.602, or other relevant statutes as amended.

PART 2: These rates shall become effective on all services provided by the Rock Prairie Road Landfill on or after October 1, 2006.

PART 3: This resolution shall become effective from and after its passage in accordance with the terms and conditions of the inter-local agreement between the Cities of College Station and Bryan, Texas and with the City Charter of the City of College Station, Texas.

ADOPTED this _____ day of _____, A.D. 2006.

APPROVED

RON SILVIA, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:



City Attorney

Minutes
Brazos Valley Solid Waste Management Agency
August 4, 2006
College Station City Hall
Second Floor Conference Room
10:00 a.m.

Board Members Present: Ron Silvia (Chairman), City of College Station Mayor; Ernie Wentrcek, City of Bryan Mayor and Mark Conlee, City of Bryan Council Member.

Others Present: Pete Caler, College Station Assistant Director of Public Works/BVSWMA Director; Shelia McQueen, BVSWMA Program Coordinator; Jeff Kersten, City of College Station Chief Financial Officer; Charles McLemore, City of College Station Acting Public Works Director; Kelly Wellman, City of Bryan Director of Environmental Services; Linda Huff, City of Bryan Acting Public Works Director; and Samantha Best, City of College Station Landfill Superintendent.

Members Absent: Glenn Brown, City of College Station City Manager; Kean Register, City of Bryan Acting City Manager and Bill Pendley, Grimes County Commissioner.

Agenda Item 1: Mayor Ron Silvia called the meeting to order at 10:01 a.m.

Agenda Item 2: Discussion and possible action on the minutes held on May 5, 2006.
Motion to approve by Mayor Wentrcek, second Mark Conlee. The motion passed unanimously.

Agenda Item 3: Presentation, possible action, and discussion on the FY 2007 BVSWMA Annual Operating Budget.

Pete Caler explained the Pro-Forma for FY 2006/2007 and stated there will be an SLA for an upgrade to the 4-wheel drive truck at the landfill to be converted into diesel.

Jeff Kirsten explained the FY 2006-2007 operating budget and the pay plan adjustments.

Mayor Wentrcek asked that BVSWMA possibly fund a contribution to the United Way Capital Project in the amount of \$40,000.00, made payable in four yearly installments of \$10,000.00. Mayor Silvia asked that Mayor Wentrcek attend one of the United Way presentations and bring this topic back to the board at a later date.

BVSWMA's contribution of \$20,000.00 for the Noon Lions Club for the Fourth of July fireworks will continue.

Motion to approve by Mayor Wentrcek, second Mark Conlee. The motion passed unanimously.

Agenda Item 4: Presentation, possible action, and discussion on setting fees for the Rock Prairie Road Landfill.

Pete explained the proposed fee increase and new fees for the Rock Prairie Road Landfill and stated the Resolution for the proposed rate increase will go to both the City of Bryan and the City of College Station Councils for approval. There was a sample resolution in the board packet for viewing.

Motion to approve by Mark Conlee, second Mayor Wentrcek. The motion passed unanimously.

Agenda Item 5: Meeting Adjourned at 11:08 a.m.

PASSED AND APPROVED this _____ day of _____, 2006.

APPROVED:

Mayor Ron Silvia

Rate Comparison - 8% Increase			
	Current	Proposed	Total with State Fee
Basic Landfill Tipping Fee - Per Ton	\$22.25	\$24.05	\$25.30
Customer Class - Cities of Bryan and College Station - Per Ton	\$18.75	\$20.25	\$21.50
Tires - Small	\$3.00	\$3.25	
Tires - Medium	\$8.00	\$8.65	
Tires - Large	\$20.00	\$21.60	
White Goods	\$10.00	\$10.80	
Unsecured Load - Per Ton	\$10.00	\$10.80	
Pull Off / Clean-Out	\$10.00	\$10.80	
Contaminated Soil - Per Ton	\$5.00	\$5.40	
Basic Cubic Yard Charge	\$10.00	\$10.80	
Customer Class - Cities of Bryan and College Station - Cubic Yard	\$8.50	\$9.20	

**September 28, 2006
Regular Agenda
Transportation Study RFQ**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of Request for Qualifications (RFQ) soliciting submittals for a transportation study of the east side of College Station and the appointment of an advisory committee to review the consultant's recommendations

Recommendation(s): Staff recommends that we proceed with the process of soliciting proposals for a transportation study of the east side of College Station. Staff also seeks direction from the Council regarding appointment of an advisory committee to review the consultant's recommendations.

Summary: At the August 24th Council meeting staff was directed to proceed with the development of an RFQ to solicit proposals for a study of the east side of College Station. Staff has met with Brian Bochner from the Texas Transportation Institute (TTI) and has developed the attached project scope and work plan. The proposed project and RFQ was presented to the Council Transportation Committee on September 19th.

TTI staff has suggested that the study be reviewed by an advisory committee appointed by Council. City staff and TTI staff will develop a list of possible advisory committee members for consideration. If the proposed committee is acceptable to the Council, staff will place an item on the October 12 agenda for their appointment.

Budget & Financial Summary: The traffic study will likely cost between fifty and seventy-five thousand dollars. The study will be funded with salary savings in Planning and Development Services as well as the street capital projects fund.

Attachments:

1. Proposed Project Scope

EAST COLLEGE STATION THOROUGHFARE PLAN EVALUATION

Background

In the 1970s, the Texas Department of Transportation (TxDOT) constructed the State Highway 6 (SH 6) bypass around the east side of the Cities of Bryan and College Station. This relieved traffic volumes through the area which had been routed along Texas Avenue. Since that time, the City of College Station has experienced significant growth. For years, the area of College Station east of the bypass consisted primarily of residential subdivisions and agriculture uses. However, during the past decade non-residential development has begun to become viable along and east of the bypass.

The non-residential uses that have recently developed along the corridor include of a number of churches, the City of College Station's business park southeast of the SH 6 / William D. Fitch Parkway interchange, and significant retail development along Rock Prairie Road west of SH 6. It is believed that significantly more development will continue to occur based on the number of land use plan changes, rezonings, and platting activity. These proposals include major retail centers on the vacant property surrounding the SH 6 interchanges at Rock Prairie Road and Williams D. Fitch Parkway, as well as the Spring Creek Business Park east of the bypass between Barron Road and William D. Fitch Parkway.

While this development will be good for College Station for many reasons, the traffic associated with it could be a negative impact for the area if an adequate transportation system is not planned and implemented in a timely manner. Specifically, area residents have voiced concerns related to increasing congestion at the SH 6 / Rock Prairie Road interchange and the threat of non-residential cut through traffic in established neighborhoods on the east side of SH 6. However, ensuring thoroughfare connectivity, continuity, and capacity without disrupting neighborhood integrity are also needs.

While growth is occurring, the City of College Station is in the process of developing updated tools to help manage and direct this growth. First, the City is in the early stages of updating the current comprehensive plan that was initially adopted in 1997. This update, that should be complete in about two years, will provide an opportunity to evaluate and rewrite the plan including the land use and thoroughfare plans. In addition, TxDOT and the Bryan-College Station Metropolitan Planning Organization (BCSMPO) will begin collecting data and developing a TransCAD travel demand model to help planners quantify mobility needs for the region. However, the model is not expected to be ready to use until 2009.

In response to the imminent transportation issues along the east side of SH 6, the College Station City Council has decided to evaluate the portion of its thoroughfare plan in this area in advance of both the comprehensive plan update and completion of the TransCAD model. The purpose of the evaluation is to provide recommendations that will be used in updating the comprehensive plan and to provide information to enable the City to properly consider development proposals in the short term. The City seeks to retain a qualified consultant to prepare the evaluation and related recommendations.

SCOPE OF WORK

The following is a preliminary scope of work for the thoroughfare plan evaluation. Proposing consultants are expected to refine this scope to meet the stated needs.

Goal

The goal of this project is to evaluate the existing thoroughfare plan based on the implementation of the existing land use plan. The thoroughfare plan will provide the basis to preserve sufficient right of way to meet ultimate needs east of SH 6. The evaluation is also to provide an approximate quantification of the needs (*approximate* ADTs). Ultimately, the study should identify deficiencies in the existing thoroughfare plan and make specific recommendations related to the thoroughfare plan that will ensure for the future mobility needs of east College Station.

Plan Needs

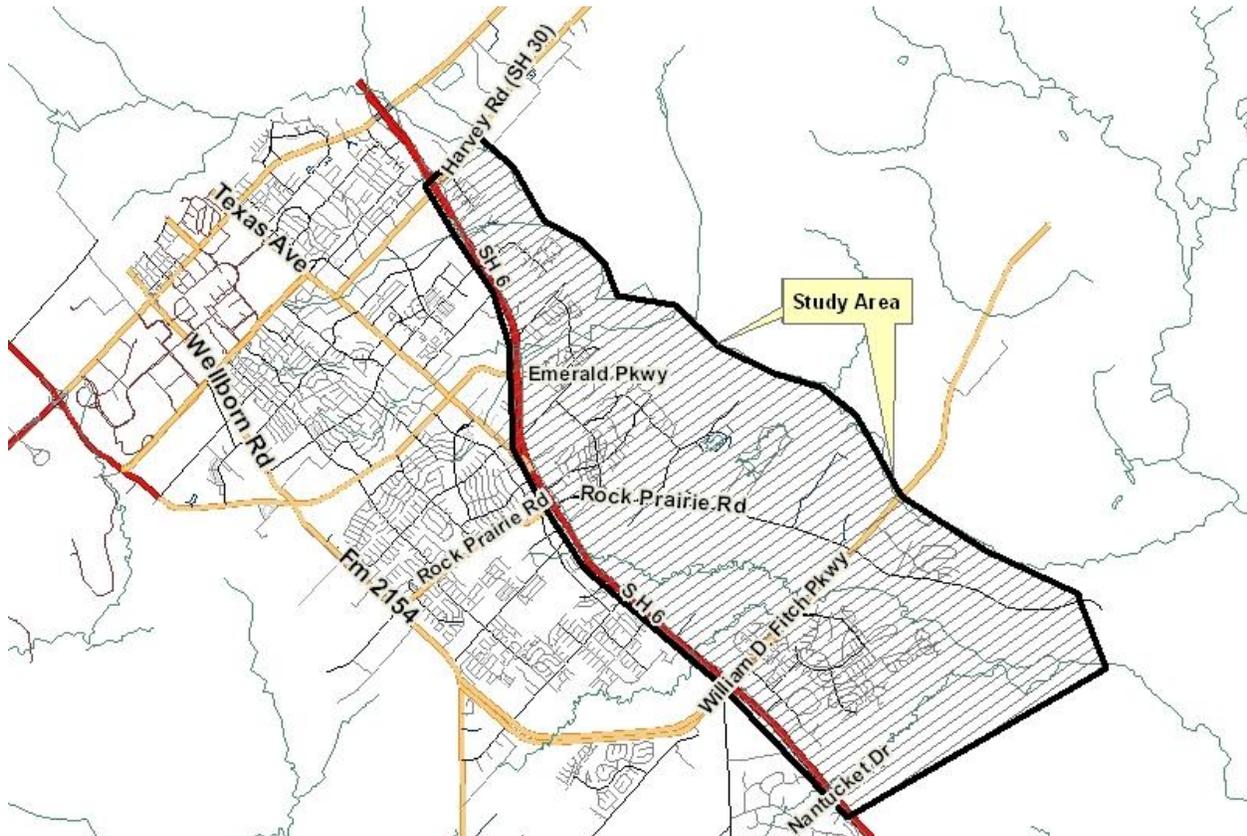
The east College Station thoroughfare plan should address and include the following features:

- Meet anticipated buildout needs
- Thoroughfare plan configuration (spacing)
- Functional classifications (including what should be freeways, major and minor arterials, major and minor collectors)
- Continuity
- Connectivity
- Capacity sufficient to avoid congestion
- Maintain appropriate traffic levels through residential areas
- Respect existing development, land use plan, and environmental assets
- Consider property boundaries and floodplains
- Feasible to implement
- Provide a plan rationale and justification

Study Area

The study area will be bounded by:

- SH 6 on the west, except the study is to include all legs of the SH 6 interchanges
- Carter Creek on the east
- SH 30 (Harvey Road) on the north
- The Alum Creek (including SH 6 / Nantucket Interchange) on the south



Proposed Work Plan

The scope of work should include at least the following components. However, consultants should be aware that resources for this work are limited and major additions to the scope of work may cause the proposal to be rejected. All deliverables are to be provided in electronic form in Microsoft Office or Adobe Acrobat pdf formats. The City will produce any hard copies needed for distribution. Please see work exclusions at the end of this section.

1. Review information to be provided by the City (The consultant will be responsible to obtain needed items not on this list):
 - a. Comprehensive Plan (including thoroughfare plan and update documentation)
 - b. Zoning Map
 - c. Existing/recent traffic volumes
 - d. Design Guidelines
 - e. Unified Development Ordinance
 - f. Subdivision Regulations
 - g. Available traffic impact studies for sites in and adjacent to study area
 - h. ArcMap base map (including aerial, property ownership, floodplains, neighborhoods)
 - i. List of other proposed or anticipated development to be considered
 - j. TxDOT current improvement program and long range plans
 - k. City of Bryan thoroughfare plan
 - l. MPO Transportation Plan
2. Meet with City staff as well as representatives from the Metropolitan Planning Organization (MPO), Texas Department of Transportation (TxDOT) Bryan District, and a selected focus group to discuss needs, issues, opportunities, land use and assumptions to be used and other information of use to the consultant in completing this plan evaluate.
3. Based on estimated buildout densities for the current comprehensive plan plus any different land uses agreed to by City staff, estimate future ADTs using the most recent editions of ITE trip generation reports and similar information; the consultant is expected to use a trip generation, distribution and assignment process to prepare the estimates.
4. Create a set of thoroughfare plan principles by current City functional classification; these may be variations on criteria contained in the College Station Unified Development Ordinance:
 - a. Classification criteria
 - b. Accessibility
 - c. Spacing
 - d. Continuity
 - e. Connectivity
 - f. Capacity (and range in numbers of lanes)
 - g. Level of access management
 - h. Avoidance of undue residential neighborhood cut-through traffic
5. Review results of Tasks 3 and 4 with City staff and designated stakeholders and refine as applicable.
6. Delineate the existing thoroughfare plan with desired changes for the study area including freeways through minor collectors:
 - a. General alignments
 - b. Thoroughfare classifications
 - c. Major intersections needing additional turn lanes, etc.
 - d. Interchange and grade separation locations
 - e. Bridges (larger than culverts)
7. Identify and prioritize key implementation steps that should be taken in the short term, especially those that should be taken prior to the adoption of the updated comprehensive plan.
8. Review findings and proposed changes to the existing thoroughfare plan with City staff and designated stakeholders and refine as needed.
9. Document work and recommendations in technical memorandum (making liberal use of tables, lists, graphics rather than extensive text), including assumed development, other assumed conditions, thoroughfare plan principles, recommended plan and justification, estimated traffic volumes, estimation methodology, critical components of plan, implementation steps that should occur prior to the adoption of

- the 2008 comprehensive plan, and other key information. Transmit to City staff for review. Revise as needed in response to requests for clarification.
10. Prepare PowerPoint presentation covering conclusions from evaluation of the existing thoroughfare plan and recommended changes and important supporting information. This presentation will be made to the City Council and may be used by the City to discuss the plan with others. Transmit draft presentation to City staff for review. Revise as directed.
 11. Meet with City Council and the Planning and Zoning Commission to present and discuss findings and recommendations. These meetings will be preceded the same day by a meeting with the City staff. All meetings will be on two separate dates.
 12. Provide final documentation, PowerPoint presentation, and requested work files to City staff.
 13. The following are work items that are specifically excluded from the scope of work and, if needed, will be requested at additional cost at contracted hourly rates: additional meetings with City Council, staff, or the public; a formal final report beyond what is described above; revisions to the plan or supporting information following Task 11.
 14. The project will be completed within 90 days of notice to proceed.

**September 28, 2006
Regular Agenda
Appointments for Historic Preservation Committee**

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding appointing two positions on the Historic Preservation Committee which are vacant due to resignations.

Recommendation(s):

Summary: One of the members will be absent from the country for more than three months and chose to step down from the position in order to allow someone to fill the position who could be more active. The other position has been vacated due to the member being appointed to another committee and he felt one committee was all he had time for.

Attachments:

Applicants
Letters of Resignation
Data Sheet

From: "City of College Station -" <info@cstx.gov>
To: <dcody@cstx.gov>
Date: 1/22/2006 8:39:11 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 1/22/2006 8:21:31 AM

Apply For A Citizen Committee

Name: Anne Steen

Home Address: 1218 Lancelot Cr.

Telephone: 979-696-4538

Fax: 979-696-4538

E-mail: coolnotary@verizon.net

College Station Resident for ____ years: Oct 7,2005

Subdivision: Camelot

Voter Registration Number: 264000

Business Owner: No

Business Name:

Occupation: Retired/Bookkeeper

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education:

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Historic Preservation Committee, Joint Relief Funding Review Committee, Senior Advisory Committee

If you currently serve on any other committees, boards or commissions, please list them here: Volunteer/HOLD project. I am new in the community and am very interested in getting involved in this (my community).

Please list any experience or interest that qualifies you to serve in the position desired: I was chairperson on many committees involving the seniors at my church and volunteered my services at the senior facility in my community in Moreno Valley CA.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: No

CC: <vcasares@cstx.gov>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 4/16/2006 9:13:22 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 4/16/2006 9:09:52 PM

Apply For A Citizen Committee

Name: benjamin.thomas

Home Address: 1412 tulane st

Telephone: 903-454-2953

Fax:

E-mail: bsthomas70@yahoo.com

College Station Resident for ____ years: 0

Subdivision: na

Voter Registration Number:

Business Owner: No

Business Name:

Occupation: healthcare

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education: some college

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Historic Preservation Committee, Library Committee, Parks and Recreation Board

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired:

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: No

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 9/14/2006 8:43:20 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 9/14/2006 8:38:18 AM

Apply For A Citizen Committee

Name: David R Hart

Home Address: 1306 Bayou Woods Dr

Telephone: 979-229-2766

Fax:

E-mail: dhart@txcyber.com

College Station Resident for ____ years: 12

Subdivision: College Hills

Voter Registration Number:

Business Owner: No

Business Name: OI Analytical

Occupation: Software Developer

Work Address:

Work Telephone: 979-690-5509

Work Fax:

Work E-mail: dhart@oico.com

Education: BS TAMU 1989

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Historic Preservation Committee, Construction Board of Adjustments and Appeals, Parks and Recreation Board

If you currently serve on any other committees, boards or commissions, please list them here: alternate on CBAA alternate on CPAC

Please list any experience or interest that qualifies you to serve in the position desired: Citizens Univ alum great interest in preserving our heritage and history, also in making it more meaningful, impactful, and accessible to all citizens

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: No

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 9/8/2006 2:55:36 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 9/8/2006 2:26:34 PM

Apply For A Citizen Committee

Name: Quinn Williams

Home Address: 125 Lee Avenue

Telephone: (979) 218-2880

Fax: (979) 764-6721

E-mail: quinn@qwconstruction.com

College Station Resident for ____ years: 33

Subdivision: Oakwood

Voter Registration Number: 120732

Business Owner: Yes

Business Name: Quinn Williams Construction

Occupation: Homebuilder

Work Address: 12845 FM 2154 Ste 140

Work Telephone: (979) 696-6444

Work Fax: (979) 764-6721

Work E-mail: quinn@qwconstruction.com

Education: B.S. Construction Science TAMU 1994

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Construction Board of Adjustments and Appeals, Historic Preservation Committee, Parks and Recreation Board

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired: I am a homebuilder and have been in the construction industry, locally for over 15 years. I am also a lifelong resident of College Station with deep roots in the area.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: No

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 9/21/2006 10:49:53 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 9/21/2006 10:36:52 AM

Apply For A Citizen Committee

Name: Jane Hughey

Home Address: 2727 Adrienne Circle

Telephone: 979-764-3126

Fax: same

E-mail: hughey@txcyber.com

College Station Resident for ____ years: 36

Subdivision: Southwood Valley

Voter Registration Number: 163763

Business Owner: No

Business Name:

Occupation: Educator

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education:

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Historic Preservation Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here: Commission on English Language Program Accreditation (CEA)

Please list any experience or interest that qualifies you to serve in the position desired: Having previously owned a business here as well as having worked for Texas A&M for almost 30 years, I am now retired and have ample time to devote to the activities of this committee. In addition, I have been a long-term resident of College Station, have served on the boards of KAMU, OPAS, and CSISD and being interested in maintaining the history of the community, I believe I would make a good and active member of this committee.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: No

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 9/21/2006 9:50:06 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 9/21/2006 8:18:03 AM
Apply For A Citizen Committee
Name: Lisa Kalmus
Home Address: 1707 Starling Drive, College Station, TX 77845
Telephone: 690-7886
Fax:
E-mail: lkalmus@corps.tamu.edu
College Station Resident for ____ years: 16
Subdivision: Cypress Meadow
Voter Registration Number: 162818
Business Owner: No
Business Name:
Occupation: Museum Curator
Work Address: Sanders Corps of Cadets Center, 1400 TAMU, College Station, TX 77843-1400
Work Telephone: 862-2862
Work Fax: 862-2496
Work E-mail: lkalmus@corps.tamu.edu
Education: BA in History, Chemistry; MA in History, Anthropology
Position Sought (No. 1 being most preferable and No. 3 being least preferable): Historic Preservation Committee, ,
If you currently serve on any other committees, boards or commissions, please list them here: Division of Student Affairs Staff Development Team
Please list any experience or interest that qualifies you to serve in the position desired: I have 13 years experience as a curator in historical museums in the area (Star of the Republic Museum and Corps Center). During that time I have been a member and have served in various positions in both the Texas Association of Museums and the American Association for State and Local History. Several years ago I served on the Grimes County SCV State Project Committee (the only female member) which raised funds to erect a historical statue and memorial plaza adjacent to the court house in Grimes County. Having experience in grantwriting, I developed the lead grants for the \$50,000 project.
In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.
Release information?: No

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 9/21/2006 11:44:08 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 9/21/2006 11:25:48 AM

Apply For A Citizen Committee

Name: Meredith Waller

Home Address: 1015 Walton

Telephone: 693-9688

Fax:

E-mail: gmwaller@cox.net

College Station Resident for ____ years: 13 years

Subdivision: College Hills Estates

Voter Registration Number:

Business Owner: No

Business Name:

Occupation: Stay-at-home mom

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education: Bachelors - Vanderbilt University; Masters - University of Texas at Arlington

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Historic Preservation Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here: Junior League of Bryan/College Station; College Hills Elementary School PTO Board; College Hills Elementary Festival Co-Chair

Please list any experience or interest that qualifies you to serve in the position desired: After remodeling two older homes in the College Hills Estates area, I have become very interested in the preservation of our wonderful historic community here in College Station. When my husband and I applied for the historical marker for our house, I enjoyed researching the history of our home and our neighborhood. I would like to be involved in this type of research and preservation on a broader level by serving on the Historic Preservation Committee.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: Yes

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 9/21/2006 7:18:46 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 9/21/2006 7:12:44 PM

Apply For A Citizen Committee

Name: Linda Cooper Bridges

Home Address: 908 Pershing

Telephone: (979) 696-3410

Fax:

E-mail: thebridges@cox-internet.com

College Station Resident for ____ years: 46

Subdivision: Woodson Village

Voter Registration Number: 54832

Business Owner: Yes

Business Name: Bridges Stitches

Occupation: Long Arm Quilter

Work Address: 908 Pershing

Work Telephone: 979-255-0570

Work Fax:

Work E-mail:

Education: TAMU

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Historic Preservation Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here: I don't serve on any other City related boards or committees. I am President of the Brazos Bluebonnet Quilt Guild.

Please list any experience or interest that qualifies you to serve in the position desired: I grew up in College Station and live in the home my parents built in 1965. I also work at Commerce National Bank in College Station as a Personal Banker.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: No

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

To : The Honorable Ron Silvia
Mayor of College Station
College Station, Texas

From : Dipankar Sen
2802 Mescalero Ct.
College Station, TX 77845

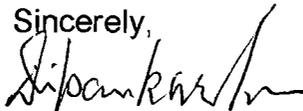
SEP 11 2006

September 8, 2006

Dear Mayor Silvia,

In July 2005 the City Council appointed me as a regular member of the Historic Preservation Committee (HPC). During the last fifteen months I had the privilege of serving in this Committee and I do very much appreciate this opportunity. However, due to personal reasons and my upcoming absence from College Station for more than three months I would like to step down from the Committee membership. The HPC has a lot of work to do and I am sure that an active replacement member rather than an absentee member will be better for the working of the Committee. Therefore, I request the City Council to accept my resignation from the HPC effective October 2006.

Sincerely,



Dipankar Sen

Cc: Katie Elrod
Staff Liaison

August 23, 2006

Hillary Jessup
Chair, Historic Preservation Committee
City of College Station

SEP 8 - 2006

Dear Hillary,

As I write this letter, it is certainly with some regret. As you know, I was recently appointed to the College Station Comprehensive Plan Advisory Committee. I feel this is a unique opportunity to make an impact on the future of our city that will not come along again for awhile. The down side is that I feel I need to resign from the Historic Preservation Committee. My reasoning is twofold: (1) I feel one committee appointment is enough for me and this will allow another person to serve our city on the HPC, and (2) I am about maxed out on my time for volunteer efforts.

Obviously, I have thoroughly enjoyed my service on the HPC. It is a very active committee and I have always felt that the time commitment was very worthwhile. It is doing a great job of educating our citizens on historic issues, preserving history through Project Hold, and some of our labors over the years are now going to result in a serious consideration of establishing historic districts. It has been great to be a small part of those efforts.

We have commitments for programs for the luncheon lectures for August, September, and November, but have not yet lined up anything for October. I will be glad to help line up speakers, based on the discussion earlier today. I also plan to continue my role on the American Mile Project and seeing it through to its completion.

I have served on the HPC two different times and have lost track of the total years. Who knows, I may want to serve again some day. In the meanwhile, I wish the committee the best of luck and value the new friendships that I have made through this group. You are doing a great job as chair and I know the committee values your leadership. Please consider this my letter of resignation from the Historic Preservation Committee effective September 30, 2006. My last meeting with the HPC will be on September 4.

Sincerely,



Thomas H. Taylor

✓Cc: Katie Elrod

Historic Preservation Committee

(9 members/1 alternate)

Current Board Members

	Name		Status	Original Appt.
1	Jessup, Hillary (chair)	6/08	Active	2004
2	Lancaster, Bill	6/07	Active	1993
3	Anthony, Marguerite	6/07	Active	2005
4	Haskell Monroe	6/08	Active	2006
5	Sen, Dipankar Resigned	6/07	Active	2004
6	Taylor, Thomas Resigned	6/07	Active	2003
7	Risinger, Colleen	6/08	Active	2004
8	Nutall, Neal	6/08	Active	2004
9	Ernie Wright	6/07	Active	2005

Seats to be Appointed: 2

(member)

(member)

List of Applicants

Anne Steen
 Benjamin Thomas
 David Hart
 Quinn Williams
 Jane Hughey
 Lisa Kalmus
 Meredith Waller
 Linda Cooper Bridges

**September 28, 2006
Regular Agenda
Comprehensive Plan Update**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning and Development Services

Agenda Caption: Presentation, possible action, and discussion regarding an update to the comprehensive plan process.

Recommendation(s): N/A

Summary: Staff will provide Council with an update of the comprehensive plan process, including tentative dates for CPAC meetings, focus group meetings, public input opportunities, and Council/Commission briefings.

Budget & Financial Summary: N/A

Attachments: N/A