



Mayor
Ben White
Mayor Pro Tem
Ron Gay
City Manager
Glenn Brown

Councilmembers
John Crompton
James Massey
Lynn McIlhane
Chris Scotti
David Ruesink

Agenda
College Station City Council
Regular Meeting
Monday, November 19, 2007 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation

Presentations: Brazos Boot Award to City of Bryan Mayor Mark Conlee
Presentation to Mark Beal of Public Communications for 3CMA Awards
Recognition of Parks and Recreation Department Awards
2007 Best Practices Award from the Building Officials Association of Texas

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 12:45 p.m. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND ADVANCE THE COMMUNITY'S QUALITY OF LIFE.
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Consent Agenda

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

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- a. Presentation, discussion, and possible action in minutes for November 5, 2007.
- b. Presentation, possible action, and discussion on the purchase of an automatic tarping machine to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$84,047.00
- c. Presentation, possible action, and discussion regarding approval to issue purchase orders not to exceed \$60,000 with Azteca Systems for additional capabilities of the City Works program to provide Asset Management functions for the Water Services Department.
- d. Presentation, possible action and discussion on the second reading of a franchise agreement with Budget Rolloffs for collection, hauling and disposal services for residential construction debris solid waste.
- e. Presentation, possible action, and discussion regarding renewal of an annual price agreement with Tri-anim for \$32,931.51 and Boundtree Medical for \$20,806.68 not to exceed \$53,738.19 for EMS supplies.
- f. Presentation, possible action and discussion regarding a resolution of the City Council of the City of College Station, Texas, approving and setting fees for Parks and Recreation activities and facilities.
- g. Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Arlington, Texas.
- h. Presentation, possible action, and discussion regarding an agreement with The 12th Man Foundation for placement of banners on street light poles.
- i. Presentation, possible action and discussion regarding action approving a real estate option contract with Mervin Peters to purchase conservation and access easements on approximately 59.4 acres of land, at an option cost of \$5,940.00. The total purchase price for the easements will be \$311,860.00. This property acquisition is necessary to meet federal agency mitigation requirements for wetlands at the new landfill site on State Highway 30.
- j. Presentation, possible action, and discussion of approval of expenditures of \$298,965 for stop loss insurance with Blue Cross Blue Shield of Texas for our self-funded employee medical plan for 2008.
- k. Presentation, possible action, and discussion of a ratification of \$180,000 for the 2007 expenses for the Pharmacare prescription plan.
- l. Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and the Region IV Education Service Center (TCPN) for the purpose of fulfilling the respective public and governmental purposes, needs, objectives and programs in the purchasing of supplies, equipment, and services.

Regular Agenda

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

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

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

1. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Single Family – Medium Density to Office for 2.76 acres located at 1103 Rock Prairie Road, generally located between Rio Grande Drive and Westchester Avenue
2. Public hearing, presentation, possible action, and discussion on the ordinance rezoning 2.76 acres located at 1103 Rock Prairie Road from R-4, Multi-family to A-P, Administrative Professional
3. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Institutional and Floodplain & Streams to Planned Development and Floodplain & Streams for 7.60 acres located at 2021 Harvey Mitchell Parkway in the general vicinity of the intersection with Rio Grande Drive.
4. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Industrial/Research and Development and TAMU to Institutional and to remove two unnamed minor collectors from the Comprehensive Thoroughfare Plan for approximately 56 acres located at 3800 Raymond Stotzer Parkway, generally located west of the intersection of Raymond Stotzer Parkway and Harvey Mitchell Parkway north of Easterwood Airport
5. Presentation, possible action, and discussion regarding annexation development agreements
6. Public hearing, presentation, possible action, and discussion regarding a Comprehensive Plan Amendment to remove the Eisenhower Street major collector between University Drive and Walton Drive from the Thoroughfare Plan
7. Presentation, discussion and possible action on a funding agreement between the City of College Station and the Arts Council of Brazos Valley for FY08 in the amount of \$200,000; and presentation,

discussion and possible action on approving the portion of the budget of the Arts Council of Brazos Valley funded with Hotel Tax funds.

- 8. Presentation, possible action and discussion on a City sponsorship policy.
- 9. Presentation, possible action, and discussion regarding the City's Appointment to the Research Valley Innovation Center (RVIC) Advisory Council.
- 10. Presentation, possible action, and discussion to approve a resolution appointing David Coleman as a member of the Brazos Valley Groundwater Conservation District Board of Directors, subject to confirmation by the Brazos Valley Commissioners Court.
- 11. Adjourn.

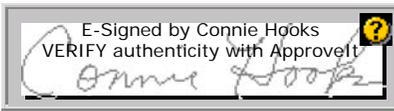
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Monday, November 19, 2007 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 16th day of November, 2007 at 11:30 am.



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 November 16, 2007 at 11:30 am 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 _____, 2007.
By _____

Subscribed and sworn to before me on this the ____ day of _____, 2007.

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.



Ben White
Mayor Pro Tem
Ron Gay
City Manager
Glenn Brown

Council members
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Regular Meeting
Thursday November 5, 2007 at 1:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, McIlhaney, Scotti, Ruesink

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team

Regular Agenda Item No. 1 – Pledge of Allegiance, Invocation Hear visitors.

Mayor White called the meeting to order at 1:00 p.m. He led the audience in the Pledge of Allegiance. Assistant Director of Planning and Development Lance Simms provided the invocation. City Manager Glenn Brown introduced the interim Chief of Police Bobby Whitmire.

Hear Visitors

Ann Hazen, 1309 Wilshire Court, addressed the City Council regarding the number of unrelated living in a single family dwelling unit. She referred to the City of Bryan Neighborhood Residential Conservation District ordinance.

Consent Agenda

Council member McIlhaney removed Consent Agenda Item 2m for a separate vote.

Council member Gay moved to approve Consent Agenda Items 2a-2l and 2n.

First Assistant City Attorney Carla Robinson point out a minor correction on Consent Agenda Item No. 2k, Part 5: as provided by Section 34 and it should read as provided by Section 35.

Council member Gay amended his motion to include the correction on 2k Part 5. Council member McIlhane seconded the motion, which carried unanimously, 7-0.

Council member McIlhane moved to approve Consent Agenda Item 2m. Council member Gay seconded the motion, which carried unanimously, 7-0.

- 2a. Approved by common consent minutes for City Council Workshop and Regular Meetings, October 25, 2007.
- 2b. Approved by common consent **Resolution No. 11-05-2007-2b** accepting the Governors Division of Emergency Management (GDEM) the 2007 State Homeland Security Program Grant notice for the obligation of funds in the amount of \$188,800.00.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ACCEPTING THE 2007 HOMELAND SECURITY SUB-RECIPIENT AWARD FOR THE PURCHASE OF RESPONSE EQUIPMENT AND AUTHORIZING A CONTACT PERSON FOR THE CITY.

- 2c. Approved by common consent **Resolution No. 11-05-2007-2c** participating in the Texas Interoperability Channel Plan (TICP).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING FOR THE TEXAS INTEROPERABILITY CHANNEL PLAN.

- 2d. Approved by common consent a purchase for the procurement of additional equipment, software and services for the Electronic Citation system for the Police Department with Advanced Public Safety, Inc., for an amount not to exceed \$100,942.68, and for project contingency funds of \$9,057.32 for a project total of \$110,000.
- 2e. Approved by common consent approve a Change Order for the College Park-Breezy Heights Rehabilitation Project in the amount of \$32,500.00.
- 2f. Approved by common consent a change order of the services contract for RFP 07-084 Outsourcing the Printing and Mailing of Utility bills, late notices and inserts to Sungard EXP-Mailing to allow postage costs for an estimated annual expenditure of \$145,000.
- 2g. Approved by common consent authorizing the expenditures for the Brazos County Appraisal district in the amount of \$207,666 pursuant to the Property Tax Code 6.06D.

- 2h. Approved by common consent **Resolution No. 11-05-2007-2h** amending the authorized representatives at Texpool.
- 2i. Approved by common consent a finding agreement between City of College Station and the United Way of the Brazos Valley in the amount of \$50,000.
- 2j. Approved by common consent authorization of expenditures for Ingram, Willis & Co., PC for Professional Auditing services in the amount of \$83,400 for conducting the FY 2007 audit.
- 2k. Approved by common consent **Ordinance No. 3018** changing the name of FIRST AMERICAN BOULEVARD to MOMETUM BOULEVARD.
- 2l. Approved by common consent ratifying Change Order No. 1 to Contract 06-284 with Gulf States Inc. in the amount not to exceed \$75,934.96 for the Spring Creek Substation project.
- 2m. Presentation, possible action, and discussion on adoption of revised Council Relations Policy. Council member McIlhaney moved to approve Consent Agenda Item No. 2m. Council member Gay seconded the motion, which carried unanimously, 7-0.
- 2n. Approved by common consent the first reading of a franchise agreement with Budget Rolloffs for collection, hauling and disposal services for residential construction debris solid waste.

Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic code," restrict parking on certain sections of the streets in the South Side area per a request from the Oakwood Neighborhood Association.

Director of Public Works Mark Smith noted that on June 28, 2007, staff presented an item that proposed the removal of parking at selected intersections in the south side area to improve emergency vehicle access and sight distance issues. Residents from the Oakwood Neighborhood attended the meeting to show support for the parking restriction, but requested that more parking be removed. At that meeting, Council members directed staff to work with the Oakwood Neighborhood Association to implement the plan they proposed with the modification of the two hour parking and implement the notification process of the effected properties. The neighborhood's proposed the following plan:

- 1. Suffolk Avenue – Extend the existing NO PARKING on the west side of Suffolk Avenue from its current end point to Park Place.
- 2. Pershing Avenue – Extend the existing NO PARKING on the west side of Pershing Avenue from its current end point to Park Place. Extend the existing

NO PARKING on the east side of Pershing from the current end point to Burt Street.

3. Pershing Drive – NO PARKING on the east side of Pershing Drive beginning at the intersection with Park Place and extending south 150 feet.
4. Lee Avenue – NO PARKING on the east side of Lee Avenue from the current end of the 2-hour NO PARKING zone to Park Place.
5. Timber Street – Extend the existing NO PARKING on the west side of Timber Street from its current end point to Park Place.
6. Burt street – NO PARKING on the north side of Burt Street beginning at Pershing Avenue and extending 525 feet west.
7. Shetland Street – NO PARKING on the south side of Shetland Street from Pershing Avenue to Lee Avenue.

Staff recommended approval of the proposed ordinance.

Mayor White opened the public hearing. The following citizens addressed the proposed request.

Gaines West, 200 Suffolk Avenue
Greg Gorman 315 Suffolk Avenue

Mayor White closed the public hearing.

Council member Crompton moved approve **Ordinance No. 3019** amending Chapter 10. “Traffic Code,” to restrict parking on certain sections of the streets in the South Side area per a request from the Oakwood Neighborhood Association. Council member Massey seconded the motion, which carried unanimously, 7-0.

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SCHEDULE XII AS REFERENCED IN SUBSECTION E.2 OF SECTION 4 THEREOF; PROHIBITING PARKING ALONG CERTAIN PORTIONS OF STREETS WITHIN THE SOUTHSIDE AREA; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

FOR: White, Gay, Crompton, Massey, McIlhane, Scotti, Ruesink
AGAINST: None

Regular Agenda Item No. 2 -- Public hearing, presentation, possible action and discussion on single family overlay ordinance amendments to the Unified Development Ordinance, Sections 3.2, zoning map amendments (Rezoning), 4.1 Establishment of Districts, 7.1.D, Required Yard (Setbacks), and 11.2, Defined Terms, the addition Section 5.9, Single-Family Overlay Districts, and amendment to

the Subdivisions, Section 18-a.1, Platting and Replatting Within Older Residential Subdivisions as they relate to the creation of Single-Family Overlay Districts.

Director of Planning and Development Services introduced this item. Staff Planner Lindsey Boyer presented the proposed ordinance amendments that relate to the creation of Single-Family Overlay Districts. The specific proposal is focused on the creation of overlay districts which support neighborhood protection efforts across the City. The proposed language would create two different overlays for single-family areas. The intent of these ordinances was to provide additional options to older, established neighborhoods for the protection against incompatible infill and redevelopment. The districts would require the support of 60% of property owners in the neighborhood.

- **Neighborhood Prevailing Overlay District (NPO):** This district is intended to provide set standards that can be used over existing R-1 neighborhoods. Standards address setbacks, lot size, building height, lot coverage, garage location and orientation, tree preservation and landscape maintenance. Infill, redevelopment, and additions to existing homes would be required to meet the median standard of development in the district.
- **Neighborhood Conservation Overlay District (NCO):** This district is intended to provide a range of options for neighborhoods to customize to individual needs. This menu of options includes the standards from the NPO District as well as the addition of garage connection, off-street parking, building materials, and fencing materials. The Conservation Overlay standards must be based on the findings of the existing patterns of development outlined in the Conservation Study. Because a study is required, additional neighborhood input is required through a stakeholder committee. Due to the time it would take to complete a study, a NPO district could be used as an interim overlay.

The Planning and Zoning Commission recommended approval of the ordinance amendments with the suggestion that the definition of a neighborhood be changed to include a minimum number of homes in a minimum area to be defined by staff.

Mayor White opened the public hearing.

Mr. Jerry Cooper, 402 Bell Street
Gaines West, 200 Suffolk Avenue

Mayor White closed the public hearing.

Council member Crompton moved to decrease the requirement that a neighborhood must contain at least fifty (50) single family structures instead of thirty (30) single family structures. Council member McIlhaney seconded the motion, which carried by a vote of 4-3.

FOR: White, Crompton, McIlhaney, Scotti
AGAINST: Massey, Gay, Ruesink

Council member Scotti amended the motion to approve the 50 single family structures providing options for Council members to waive the number (50) for single family structures. Council member Massey seconded the motion. Council member Scotti and Massey withdrew their motion. Council returned to the original motion.

Council member Crompton moved to add discretionary language allowing the 30 single family structures to go under the number of 30 providing an integrity requirement. Council member Massey seconded the motion, which carried by a vote of 5-2.

FOR: White, Crompton, Massey, Scotti, Ruesink
AGAINST: Gay, McIlhaney

Council member Crompton moved to amend the number of votes from 60% to 50% plus one. McIlhaney seconded the motion, which failed by a vote of 3-4.

FOR: Crompton, McIlhaney, Ruesink
AGAINST: Gay, Scotti, Massey, White

Council member Crompton moved to include language limiting the number of unrelated in a single family dwelling unit to two (2). Motion failed due to a lack of a second.

Council member Gay moved to approve Option II as amended. Ruesink seconded the motion. Council member Gay withdrew his motion.

Council member Gay directed staff to incorporate the language as directed by the City Council. Council member Scotti seconded the motion, which carried unanimously, 7-0

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink
AGAINST: None

Council member recessed the meeting for a short break at 2:53 p.m. and reconvened the meeting at 3:05. p.m.

Regular Agenda Item No. 3 -- Presentation, possible action, and discussion regarding a report from the City's federal legislative consultant including an update on the Washington D.C. political situation, the appropriations process, the status of Interstate 69, water district issues, and possible Council rip to Washington D.C.

Larry Meyers of Meyers & Associates provided an update of the legislative actions related to cities in Washington D.C. Particularl, I-69 corridor and water issues.

No formal action was taken.

Regular Agenda Item No. 4 -- Presentation, possible action, and discussion regarding Transportation Priority Projects and funding proposals.

Deputy City Manager Terry Childers presented a brief overview of the Transportation Priority Projects. The recommended program totaled \$99,353,792. Staff recommended the funding options recommended below for the proposed transportation projects.

General Obligation Bonds	\$27.4 Million
Transportation User Fee	\$14.1 Million
Impact Fees	\$32.3 Million
Street Assessment	\$ 6.6 Million
Transportation TIF	\$19.1 Million

General Obligation Bonds	\$27.4 Million
Barron road Widening Phase 2	
Jones-Butler Phase 1	
F&B Road	
FM 60 Widening Right of Way	
Pebble Creek Parkway North	
Switch Station Road	
Spring Creek Hike and Bike Trail	
Sidewalks	

Transportation User Fee	\$14.1 Million
University Drive Pedestrian Improvements	
Rock Prairie Road West Widening'	
Future Right of Way acquisition	
Oversize Participation	
Traffic Signals	
Future Street Design	

Impact Fees	\$32.3 Million
Baron Road East	
Lakeway Drive	
Dartmouth Drive Extension	

Transportation TIF	\$19.1 Million
Rock Prairie Road/SH 6 Interchange	
Rock Prairie Road East	

Mark Smith provided a brief summary of each project.

Council member Gay moved to accept of the list of recommended street projects priority list. Council member McIlhane seconded the motion, which carried unanimously, 7-0.

Council member Gay moved to approve the proposed financing mechanisms and authorized citizen engagement on various components of the implementation. Council member Massey seconded the motion, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink
AGAINST: None

Regular Agenda Item No. 5 -- Presentation, possible action and discussion regarding Citizen Engagement Policy and the application of Community Problem Solving Model in College Station.

This item was postponed until a future agenda.

Regular Agenda Item No. 6 -- Presentation, possible action and discussion regarding the approval of a resolution for a contract for consulting services (Contract #07-89) with Quimby McCoy Preservation Architecture, LLP for the review of a historic preservation enabling ordinance, preparation of an inventory and survey of historical structures and places within the older neighborhoods to the south and east of the Texas A&M University campus, and identification of potential landmarks and historic districts in these areas, in the amount of \$49,700.

Planning Administrator Molly Hitchcock presented a brief overview of the proposed resolution for a contract for consulting services with Quimby McCoy Preservation Architecture, LLP for the review of a historic preservation enabling ordinance, preparation of an inventory and survey of historical structures...

Council member Crompton moved to approve **Resolution No. 11-05-2007-06** approving a contract for consulting services with Quimby McCoy Preservation Architecture, LLP for the review of a historic preservation enabling ordinance, preparation of an inventory and survey of historical structures and places within the older neighborhoods to the south and east of the Texas A&M University campus, and identification of potential landmarks and historic districts in these areas, in the amount of \$49,700. Council member Gay seconded the motion, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink
AGAINST: None

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE HISTORIC PRESERVATION ENABLING ORDINANCE EVALUATION AND INVENTORY AND RESOURCE SURVEY PROJECT.

Regular Agenda Item No. 7 -- Presentation, possible action, and discussion to add "Attachment B to the City Council Travel Policy. This is a budget summary outlining the projected City Council travel expenses for FY 08.

City Secretary Connie Hooks presented a brief overview of the proposed Attachment B to the City Council Travel Policy; which is a budget summary outlining the projected City Council Travel Policy outlining the projected City council travel expenses for FY 08.

Council member McIlhaney moved to add Attachment B to the Council approved Travel Policy. Council member Gay seconded the motion, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink
AGAINST: None

Regular Agenda Item No. 8 -- Presentation, possible action, and discussion on campaign finance reports on City's website.

City Secretary Connie Hooks presented a brief summary of the publication of City Council campaign finance reports on the City of College Station website. She offered to answer question of the City Council.

Council member Crompton moved to publicize the City Council campaign financial reports on the City of College Station website. Council member Ruesink seconded the motion which carried by a vote of 4-3. Council member Gay amended the motion to include Political Action Committee Campaign Financial reports. Council member Ruesink seconded the motion, which carried by a vote of 4-3.

FOR: Crompton, McIlhaney, Scotti, Ruesink
AGAINST: Massey, Scotti, White

Regular Agenda Item No. 9 -- Presentation, possible action, and discussion regarding the City's appointment to the Brazos County Appraisal District.

City Manager Glenn Brown presented a brief description on the appointment to the Brazos County Appraisal District. Mr. Brown point out that the Brazos county Appraisal District requested that the City provide the name of the City's appointment for the 2008-2009 term as possible.

Council member Gay directed staff to move forward with the nomination process, concurred with the application process and interviewing of candidates. Deadline for applications are December 1, 2007.

Regular Agenda Item No. 10 -- Council Calendars

November 19, 2007 Intergovernmental Committee, Brazos Valley COG offices, 12:00.
November 19, 2007 City Council Workshop and Regular Meetings, 3:00 and 7:00 p.m.
December 4, 2007 City Council Special Meetings

Council reviewed their upcoming events.

Regular Agenda Item No. 11 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Council member McIlhaney requested a workshop agenda item regarding the number of unrelated occupying a single family dwelling unit. Council member Crompton seconded the motion, which carried by a vote of 5-2.

FOR: White, Crompton, Massey, McIlhaney, Ruesink
AGAINST: Gay, Scotti

Regular Agenda Item No. 12 -- Discussion, review and possible action regarding the following meetings: Arts Council Subcommittee of the Council, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, 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

Council member Crompton reported on the TMPA site tour.

Council member Scotti presented a brief report on the Research Valley Partnership Committee meeting and Aggie 100.

Council member Ruesink made comments regarding the Sister Cities Russians farewell breakfast.

Regular Agenda Item No. 13 -- Adjourn

Hearing no objections, the meeting adjourned at 5:10 p.m. on Monday, November 5, 2007.

PASSED and APPROVED this 19th day of November, 2007.

APPROVED:

Mayor

ATTEST:

City Secretary Connie Hooks

November 19, 2007
Consent Agenda Item 2B
BVSWMA Automatic Tarping Machine Purchase

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the purchase of an automatic tarping machine to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$84,047.00

Recommendation(s): Staff recommends the purchase of (1) automatic tarping machine from Tarpomatic, Inc.

Summary: This purchase is a scheduled replacement for (1) 1997 Tarpomatic Automatic Tarping Machine (unit # 73-52). The Automatic Tarping Machine is a self-contained unit that enables various types of equipment to hydraulically unroll and roll back fabric panels over the trash placed at the working face. This machine is special to landfill operations and is the only machine that utilizes 40' X 100' tarps with a removable auger. The removable auger provides versatility to add multiple tarp spools for increased daily coverage area. This type of alternative daily cover (ADC) is approved in the BVSWMA's Operating Permit. By using ADC instead of soil, the landfill saves a considerable amount on earthwork equipment operating expenses and maximizes the landfill's utilization of disposal airspace. This purchase is exempt from competitive bidding statutes because it is available from only one source due to patents, copyrights, secret processes, or natural monopolies – LGC 252.022 (a)(7)(A).

Budget & Financial Summary: \$85,000 was budgeted for this purchase and is available in the Fleet Replacement Fund.

Attachments:

Tarpomatic, Inc Quotation

Quotation

TARPOMATIC, INC.
 512 45th Street, S. W.
 Canton, OH 44706
 USA

Quote Number:
 1587

Quote Date:
 Oct 1, 2007

Page:
 1

Quoted to:

City of College Station
 1101 Texas Avenue
 P.O. Box 9960
 College Station, TX 77842

Customer ID	Good Thru	Payment Terms	Sales Rep
9716T	10/31/7	Net 30 Days	

Quantity	Item	Description	Unit Price	Extension
1.00	40ATM	40' Automatic Tarping Machine	51,897.00	51,897.00
1.00	40TSA	40' Tarp Spool assembly	3,750.00	3,750.00
1.00	Fab and Set-up	Fab. brkts, set-up,	2,500.00	2,500.00
6.00	Tarp	40'-100' Tarps	3,200.00	19,200.00
1.00	Electrical	Wireless remote control II	3,200.00	3,200.00
1.00	Shipping	Shipping	3,500.00	3,500.00
			Subtotal	84,047.00
			Sales Tax	
			Total	84,047.00

November 19, 2007
Consent Agenda Item 2C
Purchases for Water Services Asset Management System

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval to issue purchase orders not to exceed \$60,000 with Azteca Systems for additional capabilities of the City Works program to provide Asset Management functions for the Water Services Department.

Recommendation: Staff recommends Council approve this purchase.

Summary: A fully functional Asset Management system is required for the Water Services Department to optimize the performance and life cycle of its infrastructure and equipment. The need for this type of system was noted in a recent EPA inspection report, when the inspector wrote that the Water Services Department needs "a systematic approach to scheduling maintenance work orders and preventive maintenance to assure compliance with the Risk Management Program requirements." Also, both internal and external City auditors have noted the need for an asset management system. Staff agrees completely with these assessments.

After researching this issue for the past eight months, staff has determined that the most cost effective method to obtain a fully functional asset management system is to expand the capabilities of a software tool called City Works, which is made by Azteca Systems and is already owned and used by the City. By purchasing additional "seats" of City Works and Storeroom, managers will get a fast, efficient and accurate method to track employee time by tasks performed and the ability to schedule tasks. The system will track the actual cost, condition, age and replacement cycle of all infrastructure and equipment, based on experience and the manufacturer's specifications. These capabilities are important management tools and can be easily obtained by simple queries in an asset management software like City Works.

Another advantage of the City Works system is that it will draw asset information from our existing inventory data stored in the Geographical Information System (GIS), which will eliminate the current double entry of asset data. Also, Azteca is working with HTE, the City's financial system, to establish a two-way data link that will automatically transfer critical financial data. Lastly, City Works will provide historical maintenance data in one location that is easy to retrieve. In summary, City Works will provide an excellent asset management tool at a very reasonable cost.

Budget & Financial Summary: Funds are budgeted and available in the Water and Wastewater Funds.

Attachment: None

November 19, 2007
Consent Agenda Item 2D
Construction and Demolition Debris Hauling Franchise

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the second reading of a franchise agreement with Budget Rolloffs for collection, hauling and disposal services for residential construction debris solid waste.

Recommendation(s): Staff recommends approval.

Summary: The proposed non-exclusive five (5) year franchise agreement allows for the collection, hauling and disposal services for residential construction and demolition debris generated within the corporate limits of the City of College Station. The franchise agreement ensures the service provided by Budget Rolloffs will not compete with services currently provided by the City.

If approved, Budget Rolloffs will be allowed to place containers not to exceed fifteen (15) cubic yards in volume at residential construction sites for the purpose of collecting, hauling and disposal of construction debris. This company was recently given the opportunity to act as the exclusive waste hauler for Home Depot. This service will be offered to Home Depot customers only and will provide temporary roll off services for disposal of construction materials and general trash.

The roll-off container method allows contractors to keep their construction sites clean during construction and provides a better method of hauling the debris.

Section 120 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

Budget & Financial Summary: The franchise agreement requires Budget Rolloffs to pay five percent (5%) of their monthly gross delivery and hauling revenues generated from providing demolition and construction debris roll-off container collection services in the City excluding landfill tipping charges.

Attachments:

1. Franchise Ordinance

ORDINANCE NO. _____

AN ORDINANCE GRANTING BUDGET ROLLOFFS, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING DEMOLITION AND CONSTRUCTION DEBRIS FROM RESIDENTIAL SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY AND ASSESSING A PENALTY FOR VIOLATION.

WHEREAS, the City of College Station, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of College Station; and

WHEREAS, the City of College Station may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of the City of College Station and for the collection and disposal of solid waste generated from within the corporate limits of the City of College Station; and

WHEREAS, the City of College Station desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of a certain classification of solid waste generated within the corporate limits of the City of College Station under the terms of this Franchise Agreement as set out below; and

WHEREAS, BUDGET ROLLOFFS desires to obtain a franchise to provide for the collection, hauling and disposal of construction debris solid waste from the City of College Station;

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

I.
DEFINITIONS

1. Franchise Agreement means this franchise between the City of College Station and BUDGET ROLLOFFS for provision of a residential roll-off container demolition and construction debris collection service within the City of College Station, under certain terms and conditions set out herein.

2. BUDGET ROLLOFFS is a sole proprietorship doing business as BUDGET ROLLOFFS conducting residential waste hauling services.

3. Brazos Valley Solid Waste Management Agency or BVSWMA means a landfill jointly owned by the Cities of Bryan and College Station and operated by the City of College Station on behalf of the cities as authorized through an interlocal agreement.

4. City of College Station or CITY means the City of College Station, Texas a Home-Rule Municipal Corporation incorporated under the laws of Texas.

5. City Council or "COUNCIL" means the governing body of the City of College Station, Texas.

6. Customers means those areas zoned for single family, duplex, and quadraplex uses located within the CITY that generate demolition and construction debris. Not included are multi-family dwellings that are attached to each other such as but not limited to apartments and townhomes.

7. Demolition and Construction Debris means any building material waste resulting from demolition, remodeling, repairs, or construction as well as materials discarded during periodic temporary facility clean-up generated within the CITY.

8. Roll-Off Containers or container means that type of solid waste industry container loaded by winch truck not to exceed fifteen (15) cubic yards in volume.

9. Residential customers means any residential dwelling that is owned or occupied by a resident in the CITY whether as owner, lessee or tenant.

II. GRANT OF NONEXCLUSIVE FRANCISE

For and in consideration of the compliance by BUDGET ROLLOFFS with the covenants and conditions herein set forth CITY hereby grants to BUDGET ROLLOFFS a NONEXCLUSIVE franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting only demolition and construction debris from residential customers in those areas zoned for single family, duplex, triplex and quadraplex within the jurisdictional limits of CITY using roll-off containers.

III. DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by ASSISTANT DIRECTOR OF PUBLIC WORKS, BUDGET ROLLOFFS shall utilize the BVSWMA landfill located on Rock Prairie Road, College Station, Texas or any other site designated for their municipal solid waste disposal for the disposal of all demolition and construction debris collected by

BUDGET ROLLOFFS under this Franchise Agreement. **BUDGET ROLLOFFS shall not dispose of any asbestos or other hazardous wastes at the BVSWMA landfill.**

IV.

RATES TO BE CHARGED BY BUDGET ROLLOFFS

Attached hereto as Exhibit "A" and incorporated herein by reference is the Schedule of Rates, which BUDGET ROLLOFFS shall charge for the aforementioned services. The rates provided herein shall be renegotiated at any time that the costs to the company of doing business have increased, due to the operation of new governmental regulation or due to increased costs of material or labor required to provide the services hereunder, or due to increased costs of disposal in a landfill operation. BUDGET ROLLOFFS agrees to use due diligence to keep costs from increasing.

V.

PAYMENTS TO CITY

For and in consideration of the grant of the franchise herein, BUDGET ROLLOFFS agrees and shall pay to CITY upon acceptance of this Franchise Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of BUDGET ROLLOFFS' monthly gross delivery and hauling revenues generated from BUDGET ROLLOFFS' provision of demolition and construction debris roll-off container collection services within the CITY excluding landfill tipping charges. This exclusion is limited only to the amount BVSWMA charges BUDGET ROLLOFFS for landfill tipping charges. Any revenue received by BUDGET ROLLOFFS in excess of the landfill tipping charges will be subject to the franchise fee and shall be computed into BUDGET ROLLOFFS' monthly gross delivery and hauling revenue. Said payment shall be paid quarterly to the City Manager or his delegate and shall be due by the twentieth of the month following the end of the previous quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding amount owed under this Article V.

Failure by BUDGET ROLLOFFS to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV of this Franchise Agreement (FAILURE TO PERFORM).

VI.

ACCESS TO RECORDS & REPORTING

CITY shall have the right, upon reasonable notice, to inspect during normal business hours BUDGET ROLLOFFS' records, billing records of those customers served by BUDGET ROLLOFFS and all papers relating to the operation of demolition and construction debris collection and disposal within the CITY. BUDGET ROLLOFFS shall cooperate in allowing CITY to conduct the inspections.

The following records and reports shall be filed quarterly with the City Manager or his delegate:

A. Reports of the results of all complaints and investigations received and action taken by BUDGET ROLLOFFS.

B. A listing of all BUDGET ROLLOFFS accounts served and monthly revenue derived from roll-off containers placed in the CITY under terms of this franchise. The reports will include customer's name, address, frequency of pick-up, size of container, and monthly charges.

VII. PLACEMENT OF ROLL-OFF CONTAINERS

All roll-off containers placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall BUDGET ROLLOFFS place containers on public streets, alleys and/or thoroughfares without the prior written approval of the CITY. CITY reserves the right to designate the exact location of any or all roll-off container(s) placed in service in the CITY.

VIII. CONTAINER AND EQUIPMENT MAINTENANCE

BUDGET ROLLOFFS agrees to properly maintain in a safe, clean and sanitary condition, and paint all roll-off containers placed out for service within the CITY.

All equipment necessary for the performance of this franchise shall be in good condition and repair.

All vehicles used by BUDGET ROLLOFFS in the removal of demolition and construction debris shall be covered during transport to prevent spillage, blowing, or scattering of refuse onto public streets or rights of way, private property or adjacent property. A standby vehicle shall always be available.

BUDGET ROLLOFFS' vehicles shall at all times be clearly marked with BUDGET ROLLOFFS' name, address, telephone number and if applicable, state permit number, in letters not less than three (3) inches in height.

IX. COMPLAINTS REGARDING SERVICE/SPILLAGE

BUDGET ROLLOFFS shall handle directly any complaints pertaining to customer service, property damage or personal injury from their roll-off container service. Any such complaints received by CITY shall be forwarded to BUDGET ROLLOFFS within twenty-four (24) hours of their receipt by CITY. BUDGET ROLLOFFS shall respond to all complaints within twenty-four (24) hours of receiving notice of such complaint from CITY, resolve such complaints promptly and shall report to CITY the action taken. Failure by BUDGET ROLLOFFS to respond and report to

CITY on action taken within this twenty-four (24) hour period may subject BUDGET ROLLOFFS to a \$50.00 per incident charge from CITY payable with the next payment due CITY under Article V of this Franchise Agreement.

X.
COMPLIANCE WITH LAWS

BUDGET ROLLOFFS shall comply with all applicable federal, state and local laws, policies, rules and regulations, and ordinances with regard to the collection, hauling and disposal of solid waste, including but not limited to the requirement that all persons on the BVSWMA landfill premises wear a hard hat. All operations conducted by BUDGET ROLLOFFS shall be conducted without unnecessary noise, disturbance, or commotion.

XI.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

This Franchise Agreement contains all the terms and conditions agreed on by the parties and no other agreements, or otherwise, regarding the subject matter of this franchise shall be of any force or effect.

Both parties agree and understand that nothing in this Franchise Agreement conveys to BUDGET ROLLOFFS an exclusive franchise for the services described in this franchise and that this franchise is nonexclusive.

XII.
OWNERSHIP OF MATERIALS

BUDGET ROLLOFFS assumes responsibility under this Franchise Agreement for all demolition and construction debris to be collected by it and its customers. Specifically, the City of College Station assumes no ownership, responsibility or obligations of any kind accruing pursuant to this Franchise Agreement with respect to the debris to be collected by BUDGET ROLLOFFS and its customers.

XIII
CITY SERVICE

BUDGET ROLLOFFS agrees to provide free service to CITY following natural disasters or Acts of God.

XIV.
INTERRUPTION OR TERMINATION OF SERVICE

A. Termination in Service. In the event that BUDGET ROLLOFFS terminates service to any customer within the CITY's limit, BUDGET ROLLOFFS must

notify CITY through registered mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform under this contract and CITY may invoke the provisions of Article XV of this Franchise Agreement (FAILURE TO PERFORM).

XV.
FAILURE TO PERFORM

It is expressly understood and agreed by the parties that if at any time BUDGET ROLLOFFS shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after hearing as described herein, revoke and cancel the Franchise Agreement by and between the parties and said Franchise Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the Council of said CITY, CITY shall mail notice to BUDGET ROLLOFFS, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Franchise Agreement. The hearing shall be conducted in public before the City Council and BUDGET ROLLOFFS shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Franchise Agreement between the parties at no penalty to the CITY.

**XVI.
INDEMNIFICATION**

In the event CITY is damaged due to the act, omission, mistake, fault or default of BUDGET ROLLOFFS, then BUDGET ROLLOFFS shall indemnify and hold CITY harmless for such damage.

BUDGET ROLLOFFS shall indemnify and hold CITY harmless for any disposal of any solid waste for which the BVSWMA landfill is not permitted whether intentional or inadvertent.

BUDGET ROLLOFFS shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by BUDGET ROLLOFFS, its agents, employees, and representatives.

BUDGET ROLLOFFS agrees to and shall indemnify and hold the CITY , its officers, agents and employees, harmless from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind and character, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the services provided and business operated by BUDGET ROLLOFFS under this Franchise Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

**XVII.
INSURANCE**

BUDGET ROLLOFFS shall procure and maintain at its sole cost and expense for the duration of the Franchise Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by BUDGET ROLLOFFS, its agents, representatives, volunteers, employees or subcontractors.

BUDGET ROLLOFFS's insurance coverage shall be primary insurance with respect to the CITY, it's officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the BUDGET ROLLOFFS's insurance and shall not contribute to it.

BUDGET ROLLOFFS shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before BUDGET ROLLOFFS provides services in the CITY.

A. STANDARD INSURANCE POLICIES REQUIRED

- 1. Commercial General Liability Policy**
- 2. Automobile Liability Policy**
- 3. Worker's Compensation Policy.**

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

- 1. General Liability and Automobile Liability insurance shall be written by a carrier with a A- VII or better rating in accordance with the current Best Key Rating Guide.**
- 2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.**
- 3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.**
- 4. Claims Made Policies will not be accepted.**
- 5. The City of College Station, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.**
- 6. A Waiver of Subrogation in favor of the City of College Station with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.**
- 7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.**
- 8. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.**

C. COMMERCIAL GENERAL LIABILITY

- 1. Minimum Combined Single Limit of \$2,000,000 aggregate with \$1,000,000 per occurrence for Bodily Injury and Property Damage.**
- 2. Coverage shall be at least as broad as Insurance service's Office form number CG OO OL.**
- 3. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.**

D. AUTOMOBILE LIABILITY

1. **Minimum Combined Single Limit \$1,000,000 combined single limit per occurrence for Bodily Injury Property on any auto.**
2. **The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.**

E. WORKER'S COMPENSATION

1. **Worker's Compensation to statutory limits and employer liability of \$500,000/\$500,000/\$500,000 are required.**
2. **City of College Station shall be named as Alternate Employer on endorsement WC 99 09 OI unless written through TWCARP.**
3. **Texas must appear in Item 3A of the Workers' Compensations coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States NV, ND, OH, WA, WV, WY.**

F. CERTIFICATES OF INSURANCE

1. **Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:**
 - a. **The company is licensed and admitted to do business in the State of Texas**
 - b. **The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance or ISO.**
 - c. **Sets forth all endorsements as required above and insurance coverages as previously set forth herein.**
 - d. **Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City of College Station.**
 - e. **Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.**

XVIII.
ASSIGNMENT

This Franchise Agreement and the rights and obligations contained herein may not be assigned by BUDGET ROLLOFFS without the specific prior written approval of the City Council.

XIX.
SAFETY AND LIABILITY FOR INJURIES TO CITY OR ABUTTING PROPERTY

BUDGET ROLLOFFS shall perform the collection in accordance with the applicable laws, codes, ordinances and regulations of the United States, State of Texas, Brazos County, and City of College Station and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which BUDGET ROLLOFFS is solely responsible. In the carrying on of the services herein provided for, BUDGET ROLLOFFS shall use all proper skill and care, and BUDGET ROLLOFFS shall exercise all due and proper precautions to prevent injury to any property, or person(s).

BUDGET ROLLOFFS assumes responsibility and liability and hereby agrees to indemnify and hold the City of College Station harmless from and against any and all claims, losses, property damage, personal injury or death arising out of or in connection with BUDGET ROLLOFFS' failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

BUDGET ROLLOFFS shall pay for all damages to City property resulting from the operation of its service and shall pay to every owner of property abutting the residential property on which the container is located that is injured by the operation of the franchise all physical damage caused by any act or omission of BUDGET ROLLOFFS or of any of its subcontractors or employees in the operation of the BUDGET ROLLOFFS service.

XX.
AD VALOREM TAXES

BUDGET ROLLOFFS agrees to render all personal property utilized in its solid waste operation services provided to Brazos County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

XXI.
NOTICES AND PAYMENTS

All notices and payments required under the terms of this Contract to be given by either party to the other party shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

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

Mike Brannon
Owner
Budget Rolloffs
8408 Quebe Road
Brenham, TX 77833

All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

XXII.
PENALTY

Any person, firm or corporation violating any provision of this ordinance shall be fined not exceeding \$2,000.00 for each offense and each and every day said violation continues constitutes a separate offense.

XXIII.
AMENDMENTS

It is hereby understood and agreed by the parties to this franchise that no amendment to the terms of this franchise shall be made unless made in writing, approved by both parties, and attached to this Franchise Agreement to become a part hereof.

XXIV.
SEVERABILITY

If any section, sentence, clause or paragraph of this Franchise Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Franchise Agreement.

XXV.
AUTHORIZATION TO EXECUTE

The parties signing this Franchise Agreement shall provide adequate proof of their authority to execute this Franchise Agreement. This Franchise Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

XXVI.
TERM OF FRANCHISE.

The term of this Franchise Agreement shall be for a period of five (5) years beginning on the 11th day of February, 2008.

XXVII.
ACCEPTANCE OF FRANCHISE

This grant of franchise and its terms shall be accepted by BUDGET ROLLOFFS by a written instrument, executed and acknowledged, filed with the City Secretary within thirty (30) days after the date of its passage. The written instrument shall state the acceptance of this franchise and its terms. BUDGET ROLLOFFS shall agree in the instrument to abide by the terms and declare that the statements and recitals in it are correct.

This franchise shall take effect sixty (60) days after the date of its passage by the City Council provided formal acceptance of the terms by BUDGET ROLLOFFS is filed with the City Secretary within the time provided herein.

XXVIII.
PUBLIC MEETING

It is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by TEXAS GOVERNMENT CODE § 551, as amended, and that advance public notice of time, place, and purpose of said meetings was given.

PASSED. ADOPTED and APPROVED by a majority vote of the City Council of the City of College Station on this the _____ day of _____, 2007.

BUDGET ROLLOFFS

CITY OF COLLEGE STATION

BY: 
Mike Brannon, Owner

BY: _____
Ben White, Mayor

Date: 10-29-2007

Date: _____

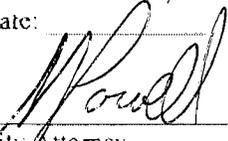
ATTEST:

CONNIE HOOKS, City Secretary
Date: _____

APPROVAL:

GLENN BROWN, City Manager
Date: _____

JEFF KERSTEN, Chief Financial Officer
Date: _____



City Attorney
Date: 11-1-07

First Consideration and Approval: _____

Second Consideration and Approval: _____

Third Consideration and Approval: _____

Exhibit "A"

SCHEDULE OF RATES

10 yard Container (14'L x 8'W x 3'H)	\$195 includes 2 tons
15 yard Container (16'L x 8'W x 4'H)	\$250 includes 3 tons

Exhibit “B”

CERTIFICATES OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MW
BUDROLL

DATE (MM/DD/YYYY)
10/11/07

PRODUCER VanDyke, Rankin & Company, Inc 211 S. Austin Brenham TX 77833 Phone: 979-836-5636 Fax: 979-836-5059		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 Budget Roll-offs Service, LLC Mike Brannon 8408 Quebe Rd Brenham TX 77833		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Burlington Insurance Company	
		INSURER B: Southern County Mutual Ins. Co	27863H
		INSURER C: Texas Mutual Insurance Company	
		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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	493B002662	02/08/07	02/08/08	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
					MED EXP (Any one person) \$ 5,000.
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	STC571988	02/08/07	02/08/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					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 \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	BINDER	10/12/07	10/12/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1000000				
	E.L. DISEASE - EA EMPLOYEE \$ 1000000				
					E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of College Station is shown as an additional insured in reference to the general liability & Auto Policices. A waiver of subrogation is added in favor of the City of College Station on the general liability, Auto & Workers Comp. Policies.

CERTIFICATE HOLDER CITCOLL City of College Station P.O. Box 9960 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 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 Randy D. Weidemann, LUTCF
--	--

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.

November 19, 2007
Consent Agenda Item 2E
Annual price agreement for the purchase of Emergency Medical Supplies

To: Glenn Brown, City Manager

From: R. B Alley III, Fire Chief

Agenda Caption: Presentation, possible action, and discussion regarding renewal of an annual price agreement with Tri-anim for \$32,931.51 and Boundtree Medical for \$20,806.68 not to exceed \$53,738.19 for EMS supplies.

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

Summary: Tri-anim and Boundtree were the two most competitive bidders for the FY2006 annual contract, bid #06-146. This contract is awarded to two vendors to ensure more than one source, to meet the department's needs. EMS supplies are used by first responders to aid in medical care. Department protocols and guidelines by the Texas Department of Health constitute the purchase of supplies that must be available on engines and ambulances. The FY2007 renewal is the first of two optional annual renewals of the FY2006 contract. (P.O. 061220), Tri-anim (P.O. 061219) for Boundtree. This renewal includes an increase of 3-5% for four brands from Tri-anim and no increase for Boundtree. If this contract were re-bid the contract amount would need to be increased substantially more to compensate for the increase in market prices.

Budget & Financial Summary: Funds are budgeted in 001-4253-562-2440 for this expenditure. Funds are budgeted to provide adequate supplies for our departments current and future needs.

Attachments:

1. Renewal Letter
2. Bid tabulation #06-146
3. Resolution

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid #06-146, for annual EMS Supplies in accordance with all terms and conditions previously agreed to and accepted. The total amount of this PO is not to exceed \$20,806.68.

I understand this renewal term will be for the period beginning 9/30/07 through 9/29/08.

BOUNDTREE MEDICAL

Cathy A. Taynos
AUTHORIZED REPRESENTATIVE

Oct 5, 2007
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

M Powell
City Attorney

10-23-07
DATE

Chief Financial Officer

DATE

STATE OF ~~TEXAS~~ ^{Ohio}

CORPORATE ACKNOWLEDGMENT

COUNTY OF Franklin

This instrument was acknowledged on the 5th day of Oct, 2007,
by Cathy A Taylor in his/her capacity as Sr Bidst+Cont Rep of
Bound Tree Medical a TEXAS Corporation, on behalf of said corporation.



LISA R. JUSTICE
Notary Public, State of Ohio
My Commission Expires 04-23-10

Ohio

Lisa R Justice
Notary Public in and for the
State of Texas. *Ohio*

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2007,
by Ben White, 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

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid #06-146, for annual EMS Supplies in accordance with all terms and conditions previously agreed to and accepted and the price increases requested (5% increase from ConMed, 4.5% increase from Digitcare, 5% increase from Heartwell and the 3% increase from Morrison Medical). The total PO amount is not to exceed \$32,931.51. * Prices per attached sheets

I understand this renewal term will be for the period beginning 9/30/07 through 9/29/08.

TRI-ANIM HEALTHCARE SERVICES, INC.

Jo Ann Rudd
AUTHORIZED REPRESENTATIVE

9/18/07
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager
M. Powell

City Attorney

DATE
10-23-07
DATE

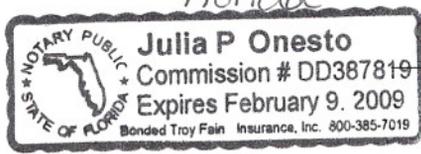
Chief Financial Officer

DATE

STATE OF ~~TEXAS~~ Florida
COUNTY OF Volusia

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged on the 18 day of September, 2007,
by Jo Ann Rudd in his/her capacity as EMS Specialist of
Tri-anim Health Services, Inc., a ~~TEXAS~~ Florida Corporation, on behalf of said corporation.



Julia P. Onesto
Notary Public in and for the
State of ~~Texas~~ Florida

STATE OF TEXAS
COUNTY OF BRAZOS

ACKNOWLEDGMENT

This instrument was acknowledged on the _____ day of _____, 2007,
by Ben White, 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

EMS SUPPLIES
 BID 06-146

Item No.	Est. Qty.	Unit	Description	Ever Ready First Aid		Southeastern Emergency Equipment		Tri-anim Healthcare	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Group 1: Cardiac Supplies									
1	5	bx	Defibrillation Pads	\$63.00	\$315.00	\$36.50	\$182.50	\$38.23	\$191.15
2	1000	pkg	Electrodes (Adult)	\$7.56	\$7,560.00	No Bid	No Bid	\$1.46	\$1,460.00
3	20	pkg	Electrodes (Pedi) Medi-T Mini	\$0.88	\$17.60	\$0.89	\$17.80	\$0.53	\$10.64
4	50	pkg	Graph Paper (Model: LifePak 11/12)	\$53.10	\$2,655.00	\$21.15	\$1,057.50	\$10.62	\$531.00
5	3	pkg	Graph Paper (Model: LifePak 10)	\$25.25	\$75.75	\$24.16	\$72.48	\$5.25	\$15.75
6	5	bx	Defibrillation & Pacing Pads (Pedi)	\$26.65	\$133.25	\$187.50	\$937.50	\$176.80	\$884.00
	10	bx	Defibrillation & Pacing Pads (Adult)	\$20.75	\$207.50	\$228.50	\$2,285.00	\$201.20	\$2,012.00
Subtotal				\$10,964.10		\$4,552.78		\$5,104.54	
No Bid on Adult Electrodes Did Not Supply Samples									
Group 2: Infection Control									
7	1	bx	Face Shield with fog free visor, latex free	\$38.88	\$38.88	No Bid	No Bid	\$21.96	\$21.96
8	50	ea	Protective Eyewear, black frame, adjustable	\$1.70	\$85.00	No Bid	No Bid	\$1.60	\$80.00
9	100	bx	Gloves, Powder Free; X-Large	\$9.25	\$925.00	\$6.50	\$ 650.00	\$5.12	\$512.00
	20	bx	Large	\$9.25	\$185.00	\$6.50	\$ 130.00	\$5.12	\$102.40
	6	bx	Medium	\$9.25	\$55.50	\$6.50	\$ 39.00	\$5.12	\$30.72
	2	bx	Small	\$9.25	\$18.50	\$6.50	\$ 13.00	\$5.12	\$10.24
	1	bx	XX-large	\$9.25	\$9.25	\$6.50	\$ 6.50	\$5.12	\$5.12
10	2	bx	TB Respirators; Large	\$24.50	\$49.00	No Bid	No Bid	\$13.76	\$27.52
	2	bx	TB Respirators; Medium	\$24.50	\$49.00	No Bid	No Bid	\$13.76	\$27.52
11	10	bx	Bio-Bag Red 7-10 Gal	\$5.86	\$58.60	\$4.40	\$ 44.00	\$4.40	\$43.96
	1	bx	Bio-Bag Red 20 Gal	\$12.75	\$12.75	\$5.80	\$ 5.80	\$5.83	\$5.83
12	125	ea	Xpect Buffered Eye & Skin Sterile Isotonic	\$3.12	\$390.00	No Bid	No Bid	\$1.38	\$172.50
13	1	cs	Biohazard Specimen Bag	\$44.75	\$44.75	\$80.00	\$ 80.00	No Bid	No Bid
14	100	ea	Sharp-Trap Bio-Disposable Container	\$1.45	\$145.00	No Bid	No Bid	\$1.35	\$135.00
15	40	ea	Kendall Sharps Container (Transparent Red)	\$5.45	\$218.00	No Bid	No Bid	\$3.57	\$142.80
16	30	ea	Fluid Barrier Gown	\$0.36	\$10.80	\$0.27	\$ 8.10	\$1.17	\$35.10
17	30	ea	Vionex no rinse hand gel 4 oz.	\$3.40	\$102.00	\$2.69	\$ 80.70	\$1.05	\$31.50
	20	ea	Vionex no rinse gel 18 oz bottle w/pump	\$8.33	\$166.60	\$6.15	\$ 123.00	\$4.98	\$99.60
18	30	pkg	Paddock Lab Glucose gel	\$10.50	\$315.00	\$8.70	\$ 261.00	\$10.66	\$319.80
19	50	ea	Disicide Disinfecting Towelettes	\$5.83	\$291.50	No Bid	No Bid	\$6.18	\$309.00
Subtotal				\$3,266.13		\$ 1,441.10		\$2,112.57	
Incomplete Bid Did Not Supply Samples									
Group 3: Bandages/Dressings									
20	50	ea	Adaptic Non-adhering Dressing 3x8"	\$0.15	\$ 7.50	\$0.17	\$ 8.38	\$0.17	\$ 8.50
21	15	bx	Alcohol Prep pads Large	\$2.10	\$ 31.50	\$1.20	\$ 18.00	\$1.34	\$ 20.10
22	12	bx	Adhesive bandage strips 1x3"	\$1.29	\$ 15.48	\$1.50	\$ 18.00	\$3.12	\$ 37.44
23	25	ea	Burn Sheet sterile 60x90"	\$6.64	\$ 166.00	\$5.60	\$ 140.00	\$2.85	\$ 71.25
24	15	ea	Disposable Emergency Blanket	\$2.85	\$ 42.75	\$1.55	\$ 23.25	\$6.69	\$ 100.35
25	1	bx	Oval eye pads, sterile large	\$4.25	\$ 4.25	\$3.55	\$ 3.55	\$4.57	\$ 4.57
26	150	bx	Gauze pads, 4"x4", sterile, individually packa	\$1.80	\$ 270.00	\$1.53	\$ 228.75	\$1.94	\$ 291.00
27	25	bx	Large Kendall Kerlix Roll	\$35.65	\$ 891.25	\$17.28	\$ 432.00	\$8.04	\$ 201.00
28	100	ea	Kendall Conform Stretch Bandage 3X75	\$0.24	\$ 24.00	\$0.58	\$ 57.50	\$0.24	\$ 24.00
	50	ea	Kendall Conform Stretch Bandage 4"	\$0.28	\$ 14.00	\$0.74	\$ 36.75	\$0.28	\$ 14.00
	20	ea	Kendall Conform Stretch Bandage 6"	\$0.56	\$ 11.20	\$1.05	\$ 20.90	\$0.56	\$ 11.20
29	60	ea	Multi trauma dressing Sterile 12x30"	\$0.76	\$ 45.60	\$1.35	\$ 81.00	\$0.90	\$ 54.00
30	2	bx	Nail Polish Remover Pads	\$3.00	\$ 6.00	\$2.80	\$ 5.60	\$2.68	\$ 5.36
31	5	ea	OB Kits	\$4.75	\$ 23.75	\$4.10	\$ 20.50	\$5.00	\$ 25.00
32	7	cs	Normal Saline for Irrigation USP	\$14.87	\$ 104.09	\$16.25	\$ 113.75	\$14.06	\$ 98.42
33	16	cs	Sterile Water-Irrigation Solution 1000 ML Bo	\$15.00	\$ 240.00	\$16.20	\$ 259.20	\$13.86	\$ 221.76
34	75	ea	Surgi pads 5"x9"	\$0.11	\$ 8.25	\$0.10	\$ 7.73	\$0.11	\$ 8.25
35	8	ea	Parker Laboratories Inc. Signa Gel Electrode C	\$3.03	\$ 24.24	\$1.65	\$ 13.20	\$2.25	\$ 18.00
36	1	bx	Lubricating Jelly Foil Packets	\$7.09	\$ 7.09	\$4.85	\$ 4.85	\$4.06	\$ 4.06
37	7	bx	Tape, Cursilk Cloth 2"	\$11.34	\$ 79.38	\$9.20	\$ 64.40	\$7.50	\$ 52.50
38	4	bx	Tape, Cursilk Cloth 1"	\$11.28	\$ 45.12	\$9.49	\$ 37.96	\$7.50	\$ 30.00
39	8	bx	Tape, Cursilk Cloth 3"	\$11.00	\$ 88.00	\$9.20	\$ 73.60	\$7.50	\$ 60.00
40	25	bx	Tape Clear 1"	\$6.56	\$ 164.00	\$6.15	\$ 153.75	\$6.09	\$ 152.25
41	200	ea	Triangle Bandages	\$0.22	\$ 44.00	\$ 0.2000	\$ 40.00	\$0.22	\$ 44.00
42	200	ea	Convenience bags	\$1.19	\$ 238.00	\$1.12	\$ 224.00	\$1.28	\$ 256.00
43	3	cs	0.9% Sodium Chloride 30ml Flip Top Vial	\$53.00	\$ 159.00	No Bid	No Bid	\$41.00	\$ 123.00
44	2	cs	0.9% Sodium Chloride 250ml Bag	\$23.04	\$ 46.08	\$21.50	\$ 43.00	\$21.84	\$ 43.68
	150	cs	0.9% Sodium Chloride 1000ml Bag	\$13.08	\$ 1,962.00	\$12.85	\$ 1,927.50	\$11.88	\$ 1,782.00
Subtotal				\$ 4,762.53		\$ 4,057.11		\$3,761.69	

				Ever Ready First Aid		Southeastern Emergency Equipment		Tri-anim Healthcare	
Group 4: I.V. Supplies									
45	3	bx	Protective IV cath 14g x 1.25"	\$96.85	\$ 290.55	\$88.95	\$ 266.85	\$105.00	\$ 315.00
	2	bx	IV Cath 16g x 1.25"	\$96.85	\$ 193.70	\$88.95	\$ 177.90	\$105.00	\$ 210.00
	30	bx	IV Cath 18g x 1.25"	\$96.85	\$ 2,905.50	\$88.95	\$ 2,668.50	\$105.00	\$ 3,150.00
	10	bx	IV Cath 20g x 1"	\$96.85	\$ 968.50	\$88.95	\$ 889.50	\$105.00	\$ 1,050.00
	1	bx	IV Cath 24g x .75"	\$96.85	\$ 96.85	\$88.95	\$ 88.95	\$105.00	\$ 105.00
	1	bx	IV Cath 14g x 2.50"	No Bid	No Bid	No Bid	No Bid	\$48.00	\$ 48.00
46	2000	ea	IV Ext set 43"	\$1.24	\$ 2,480.00	No Bid	No Bid	\$2.55	\$5,100.00
47	3000	ea	IV Start Kit, latex free, sterile with tegaderm	\$0.89	\$ 2,670.00	\$1.15	\$ 3,450.00	\$1.03	\$ 3,090.00
48	3000	ea	10 Drop IV set, 2 Y sites, Macro drip	\$2.72	\$ 8,160.00	\$2.90	\$ 8,700.00	\$2.06	\$ 6,180.00
49	10	ea	60 Drop IV set, Buretrol	\$7.00	\$ 70.00	\$3.05	\$ 30.50	\$4.58	\$ 45.80
50	200	ea	Injection Site sterile	\$1.48	\$ 296.00	\$0.79	\$ 157.00	\$1.23	\$ 246.00
51	25	ea	Padded IV Armboard 9"	No Bid	No Bid	\$0.55	\$ 13.75	\$0.46	\$ 11.50
	75	ea	Padded IV Armboard 18"	No Bid	No Bid	\$0.71	\$ 53.25	\$0.48	\$ 36.00
52	1	cs	60 Drop Microdrip IV set	\$147.60	\$ 147.60	\$175.00	\$ 175.00	\$129.12	\$ 129.12
53	15	bx	Terumo Style Needle 18GA X 1"	\$4.85	\$ 72.75	\$3.93	\$ 58.95	\$3.98	\$ 59.70
	1	bx	Terumo Style Needle 18GA X 1"	\$4.85	\$ 4.85	\$3.93	\$ 3.93	\$3.98	\$ 3.98
	1	bx	Terumo Style Needle 18GA X 1"	\$4.85	\$ 4.85	\$3.93	\$ 3.93	\$8.39	\$ 8.39
54	50	bx	20cc Luer Lock Syringe	\$18.65	\$ 932.50	\$7.05	\$ 352.50	\$6.80	\$ 340.00
	3	bx	10cc Luer Lock Syringe	\$13.36	\$ 40.08	\$10.25	\$ 30.75	\$9.49	\$ 28.47
55	8	ea	Tubex Syringe	No Bid	No Bid	\$8.70	\$ 69.60	No Bid	No Bid
56	8	ea	Carpujet	No Bid	No Bid	\$0.10	\$ 0.80	\$0.00	\$ -
57	2	bx	3cc 25 ga x 5/8" syringe	\$8.75	\$ 17.50	\$5.35	\$ 10.70	\$11.47	\$ 22.94
	2	bx	1cc with 25 ga x 5/8" Syringe	\$11.45	\$ 22.90	\$7.75	\$ 15.50	\$9.29	\$ 18.58
58	1000	ea	Tegaderm 3x4	\$0.27	\$ 270.00	\$0.26	\$ 255.00	No Bid	No Bid
			Subtotal		\$ 19,644.13		\$ 17,217.86		\$20,198.48
				Costly Incomplete Items Not Bid		Costly Incomplete Items Not Bid			
Group 5: Airway Supplies									
59	10	ea	Laryngo replacement lamps small	No Bid	No Bid	\$1.20	\$ 12.00	\$1.22	\$ 12.20
	10	ea	Laryngo replacement lamps Large	No Bid	No Bid	\$1.20	\$ 12.00	\$1.22	\$ 12.20
60	6	ea	Laryngo Macintosh Blades Infant size 1	\$7.87	\$ 47.22	\$14.25	\$ 85.50	\$11.25	\$ 67.50
	6	ea	Macintosh Child size 1	\$7.87	\$ 47.22	\$14.25	\$ 85.50	\$11.25	\$ 67.50
	6	ea	Macintosh Adult size 3	\$7.87	\$ 47.22	\$14.25	\$ 85.50	\$11.25	\$ 67.50
	6	ea	Macintosh Large Adult size 4	\$7.87	\$ 47.22	\$14.25	\$ 85.50	\$11.25	\$ 67.50
	6	ea	Miller Premie size 0	\$7.87	\$ 47.22	\$14.25	\$ 85.50	\$11.25	\$ 67.50
	6	ea	Miller infant size 1	\$7.87	\$ 47.22	\$14.25	\$ 85.50	\$11.25	\$ 67.50
	6	ea	Miller child size 2	\$7.87	\$ 47.22	\$14.25	\$ 85.50	\$11.25	\$ 67.50
	6	ea	Miller Adult size 3	\$7.87	\$ 47.22	\$14.25	\$ 85.50	\$11.25	\$ 67.50
	6	ea	Miller Large Adult size 4	\$7.87	\$ 47.22	\$14.25	\$ 85.50	\$11.25	\$ 67.50
	6	ea	Laryngo standard stainless handle	\$7.87	\$ 47.22	\$11.25	\$ 67.50	\$14.80	\$ 88.80
61	30	ea	Bite Stick	\$0.27	\$ 8.10	\$0.29	\$ 8.70	\$0.32	\$ 9.60
62	75	ea	Oxygen mask adult	\$0.81	\$ 60.75	\$0.73	\$ 54.75	\$0.56	\$ 42.00
	50	ea	Oxygen mask child	\$1.12	\$ 56.00	\$0.95	\$ 47.50	\$0.83	\$ 41.50
63	25	ea	Medium Concentration Infant Oxygen Mask	No Bid	No Bid	\$2.40	\$ 60.00	\$1.05	\$ 26.25
64	15	ea	Oxygen connecting tubing	\$0.25	\$ 3.75	\$0.31	\$ 4.65	\$0.25	\$ 3.75
65	5	ea	Cylinder wrench small	\$1.33	\$ 6.65	\$1.08	\$ 5.40	\$1.05	\$ 5.25
66	3	ea	Open end oxygen bottle wrench	\$6.00	\$ 18.00	\$4.75	\$ 14.25	\$8.62	\$ 25.86
67	100	ea	Adult Mask with swivel connector	No Bid	No Bid	No Bid	No Bid	\$13.45	\$ 1,345.00
	25	ea	Child mask pop-off valve	No Bid	No Bid	No Bid	No Bid	\$14.68	\$ 367.00
	15	ea	infant mask pop-off valve	No Bid	No Bid	No Bid	No Bid	\$16.25	\$ 243.75
68	10	ea	ET Tube 9.0	\$4.70	\$ 47.00	\$3.65	\$ 36.50	\$3.76	\$ 37.60
	10	ea	ET Tube 8.5	\$4.70	\$ 47.00	\$3.65	\$ 36.50	\$3.76	\$ 37.60
	20	ea	ET Tube 8.0	\$4.70	\$ 94.00	\$3.65	\$ 73.00	\$3.76	\$ 75.20
	30	ea	ET Tube 7.5	\$4.70	\$ 141.00	\$3.65	\$ 109.50	\$3.76	\$ 112.80
	30	ea	ET Tube 7.0	\$4.70	\$ 141.00	\$3.65	\$ 109.50	\$3.76	\$ 112.80
	30	ea	ET Tube 6.5	\$4.70	\$ 141.00	\$3.65	\$ 109.50	\$3.76	\$ 112.80
	10	ea	ET Tube 6.0	\$4.70	\$ 47.00	\$3.65	\$ 36.50	\$3.76	\$ 37.60
	10	ea	ET Tube 5.5	\$4.70	\$ 47.00	\$3.65	\$ 36.50	\$3.76	\$ 37.60
	10	ea	ET Tube 5.0	\$4.70	\$ 47.00	\$3.65	\$ 36.50	\$3.76	\$ 37.60
69	10	ea	ET Tube cuffed 4.0	\$4.67	\$ 46.70	\$3.25	\$ 32.50	\$3.41	\$ 34.10
	10	ea	ET Tube cuffed 3.0	\$4.67	\$ 46.70	\$3.25	\$ 32.50	\$3.41	\$ 34.10
70	375	ea	Nasal Cannula	\$0.45	\$ 168.75	\$0.31	\$ 116.25	\$0.31	\$ 116.25
71	100	ea	Medication nebulizer with Mouthpiece	\$1.39	\$ 139.00	\$0.97	\$ 97.00	\$0.71	\$ 71.00
72	1500	ea	Non-Rebreather Mask	\$0.90	\$ 1,350.00	No Bid	No Bid	\$0.88	\$ 1,320.00
73	5	ea	55mm airway	\$0.80	\$ 4.00	\$0.85	\$ 4.25	\$0.95	\$ 4.75
	5	ea	60mm airway	\$0.80	\$ 4.00	\$0.85	\$ 4.25	\$0.95	\$ 4.75
	5	ea	70mm airway	\$0.80	\$ 4.00	\$0.85	\$ 4.25	\$0.95	\$ 4.75
	5	ea	80mm airway	\$0.80	\$ 4.00	\$0.85	\$ 4.25	\$0.95	\$ 4.75
	10	ea	90mm airway	\$0.80	\$ 8.00	\$0.85	\$ 8.50	\$0.95	\$ 9.50
	10	ea	100mm airway	\$0.80	\$ 8.00	\$0.85	\$ 8.50	\$0.95	\$ 9.50
	10	ea	105mm airway	\$0.80	\$ 8.00	\$0.85	\$ 8.50	\$0.95	\$ 9.50
	5	ea	115mm airway	\$0.80	\$ 4.00	\$0.85	\$ 4.25	\$0.95	\$ 4.75
74	200	ea	Pulse ox sensor adult	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
75	30	ea	Pulse ox sensor child	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
76	48	ea	Pulse ox sensor infant	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
77	25	ea	Suction canister 1200cc	\$2.56	\$ 64.00	\$2.35	\$ 58.75	\$2.16	\$ 54.00
78	30	ea	Medi-Vac Guardian Canister 1200cc	\$1.93	\$ 57.90	\$2.65	\$ 79.50	\$2.68	\$ 80.40
79	20	ea	Suction Catheter 8fr	No Bid	No Bid	\$0.19	\$ 3.80	\$0.31	\$ 6.20
	20	ea	Suction Catheter 14fr	\$0.57	\$ 11.40	\$0.19	\$ 3.80	\$0.31	\$ 6.20
80	100	ea	Suction connecting tubing	\$1.93	\$ 193.00	\$1.60	\$ 160.00	\$0.82	\$ 82.00
81	30	ea	ET Tube Holder adult	\$3.50	\$ 105.00	\$2.65	\$ 79.50	\$2.65	\$ 79.50
	10	ea	ET Tube Holder pedi	\$3.50	\$ 35.00	\$2.65	\$ 26.50	\$2.65	\$ 26.50
82	40	ea	Stethoscope	No Bid	No Bid	\$55.95	\$ 2,238.00	No Bid	No Bid
83	2	ea	Spider strap	\$75.50	\$ 151.00	\$63.50	\$ 127.00	\$60.58	\$ 121.16
			Subtotal		\$ 3,789.90		\$ 4,742.10		\$ 5,515.92
				Too Many Items Incomplete		Costly Items Incomplete			
				No Samples		No Samples			

			Ever Ready First Aid	Southeastern Emergency Equipment	Tri-anim Healthcare		
Group 6: Miscellaneous EMS Supplies							
84	5	ea	Blood pressure cuff adult	\$5.50 \$ 27.50	\$5.60 \$ 28.00	\$6.49 \$ 32.45	\$ 32.45
	5	ea	Blood pressure cuff Large Adult	\$7.00 \$ 35.00	\$8.35 \$ 41.75	\$6.76 \$ 33.80	\$ 33.80
	5	ea	Blood Pressure cuff child	\$5.50 \$ 27.50	\$6.35 \$ 31.75	\$6.76 \$ 33.80	\$ 33.80
	5	ea	Blood Pressure cuff infant	\$5.50 \$ 27.50	\$6.35 \$ 31.75	\$6.76 \$ 33.80	\$ 33.80
85	500	ea	Cold packs 6"x8"	\$0.35 \$ 175.00	\$0.60 \$ 300.00	\$0.39 \$ 195.00	\$ 195.00
86	3	bx	Accu-check replacement lancets	\$52.50 \$ 157.50	68.5 \$ 205.50	No Bid No Bid	No Bid
87	15	ea	Medi flow Morgan eye lens	No Bid No Bid	\$14.85 \$ 222.75	\$16.15 \$ 242.25	\$ 242.25
88	72	ea	Disposable pen light	\$0.85 \$ 61.20	\$0.62 \$ 44.64	\$0.71 \$ 51.12	\$ 51.12
89	1	pkg	Triage bags	\$22.50 \$ 22.50	\$39.95 \$ 39.95	\$41.29 \$ 41.29	\$ 41.29
90	50	ea	EMT Shears 5.5"	\$0.80 \$ 40.00	\$0.90 \$ 45.00	\$0.90 \$ 45.00	\$ 45.00
91	35	ea	Actidose-Aqua Activated Charcoal Suspendio	\$5.25 \$ 183.75	\$7.40 \$ 259.00	\$4.18 \$ 146.30	\$ 146.30
92	3	ea	Paddock Laboratories Inc.	\$1.75 \$ 5.25	\$1.40 \$ 4.20	\$1.70 \$ 5.10	\$ 5.10
93	50	bx	.3ml amonia inhalant	\$1.10 \$ 55.00	No Bid No Bid	\$1.54 \$ 77.00	\$ 77.00
94	2	ea	Post mortem bag w/id tags 6" X 90"	\$11.40 \$ 22.80	No Bid No Bid	No Bid No Bid	No Bid
95	15	cs	Ambu ace adjustable collar	\$187.50 \$ 2,812.50	\$402.50 \$ 6,037.50	\$294.00 \$ 4,410.00	\$ 4,410.00
	3	cs	Ambu mini ace adjust. Collar	\$150.00 \$ 450.00	\$402.50 \$ 1,207.50	\$294.00 \$ 882.00	\$ 882.00
96	20	ea	Combitube Adult kit	\$62.00 \$ 1,240.00	No Bid No Bid	\$36.95 \$ 739.00	\$ 739.00
97	10	cs	Head immobilizer	No Bid No Bid	\$197.50 \$ 1,975.00	\$205.50 \$ 2,055.00	\$ 2,055.00
98	2	ea	Magill Forceps Adult	\$3.75 \$ 7.50	\$2.65 \$ 5.30	\$2.98 \$ 5.96	\$ 5.96
	2	ea	Magill Forceps Child	\$3.75 \$ 7.50	\$2.65 \$ 5.30	\$2.98 \$ 5.96	\$ 5.96
99	8	ea	Neotech Meconium Aspirator	\$4.85 \$ 38.80	\$3.80 \$ 30.40	\$4.12 \$ 32.96	\$ 32.96
100	5	ea	Ring cutter	\$3.75 \$ 18.75	\$3.95 \$ 19.75	\$4.81 \$ 24.05	\$ 24.05
101	10	ea	Seat belt cutter	\$0.69 \$ 6.90	\$1.02 \$ 10.20	\$2.00 \$ 20.00	\$ 20.00
102	1	bx	Tourniquet Latex free	\$6.80 \$ 6.80	\$1.15 \$ 1.15	\$9.40 \$ 9.40	\$ 9.40
103	5	ea	V-Vac suction unit	\$11.50 \$ 57.50	\$11.55 \$ 57.75	\$12.16 \$ 60.80	\$ 60.80
104	4	bx	Vacutainer Luer Adapters	\$12.25 \$ 49.00	\$14.20 \$ 56.80	\$11.93 \$ 47.72	\$ 47.72
105	2	bx	Vacutainer Needles 22 ga x 1"	\$70.69 \$ 141.38	\$3.10 \$ 6.20	\$6.91 \$ 13.82	\$ 13.82
106	75	pkg	Vacutainer Holder 7ml tube	\$0.85 \$ 63.75	\$3.10 \$ 232.50	\$0.82 \$ 61.50	\$ 61.50
107	15	bx	Collection tube 7ml red top	\$12.50 \$ 187.50	No Bid No Bid	No Bid No Bid	No Bid
	12	bx	Purple top	\$14.95 \$ 179.40	No Bid No Bid	No Bid No Bid	No Bid
	12	bx	Blue top	\$15.20 \$ 182.40	No Bid No Bid	No Bid No Bid	No Bid
	12	bx	Green top	\$16.25 \$ 195.00	No Bid No Bid	No Bid No Bid	No Bid
108	20	ea	Window pouch w/pocket clip	\$2.50 \$ 50.00	\$1.70 \$ 34.00	\$2.56 \$ 51.20	\$ 51.20
109	1	bx	Providence Swabs	\$4.25 \$ 4.25	\$4.05 \$ 4.05	\$4.33 \$ 4.33	\$ 4.33
110	25	ea	Disposable pressure Infusor	\$76.88 \$ 1,922.00	\$12.95 \$ 323.75	\$8.95 \$ 223.75	\$ 223.75
111	500	ea	Emergency Blanket 54" X 80"	\$6.36 \$ 3,180.00	No Bid No Bid	\$1.34 \$ 670.00	\$ 670.00
112	2500	ea	Pillow Case 20" X 29"	No Bid No Bid	No Bid No Bid	\$0.21 \$ 518.50	\$ 518.50
113	500	ea	Pillow Disposable 18" X 24"	\$3.00 \$ 1,500.00	No Bid No Bid	\$1.85 \$ 925.00	\$ 925.00
114	2500	ea	Flat Sheet 84" X 40"	\$0.50 \$ 1,250.00	No Bid No Bid	\$0.61 \$ 1,522.50	\$ 1,522.50
115	2500	ea	Fitted Cotton Sheet 72" X 6" X 80"	No Bid No Bid	No Bid No Bid	\$0.61 \$ 1,522.50	\$ 1,522.50
Subtotal				\$ 14,391.43	\$ 11,261.44	\$ 14,742.86	\$ 14,742.86
			Incomplete	Incomplete	Incomplete		
Grand Total				\$56,818.22	\$ 43,272.39	\$ 51,436.06	\$ 51,436.06

Incomplete Bid and/or Did Not Submit Samples
Recommended Award

Total Bid Award

\$ 32,931.51

EMS SUPPLIES
 BID 06-146

Item No.	Est. Qty.	Unit	Description	Supreme Medical		Matrix Medical		Bound Tree Medical	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Group 1: Cardiac Supplies									
1	5	bx	Defibrillation Pads	\$37.79	\$188.95	\$39.00	\$195.00	\$40.12	\$200.60
2	1000	pkg	Electrodes (Adult)	\$2.05	\$2,050.00	\$1.47	\$1,470.00	\$1.40	\$1,400.00
3	20	pkg	Electrodes (Pedi) Medi-T Mini	\$0.87	\$17.39	\$11.20	\$224.00	\$0.57	\$11.40
4	50	pkg	Graph Paper (Model: LifePak 11/12)	\$48.51	\$2,425.65	\$36.00	\$1,800.00	\$23.16	\$1,158.00
5	3	pkg	Graph Paper (Model: LifePak 10)	\$22.56	\$67.68	\$21.00	\$63.00	\$8.20	\$24.60
6	5	bx	Defibrillation & Pacing Pads (Pedi)	\$223.53	\$1,117.65	\$210.00	\$1,050.00	\$287.20	\$1,436.00
	10	bx	Defibrillation & Pacing Pads (Adult)	\$211.76	\$2,117.60	\$210.00	\$2,100.00	\$266.70	\$2,667.00
Subtotal					\$7,984.92		\$ 6,902.00		\$ 6,897.60
Group 2: Infection Control									
7	1	bx	Face Shield with fog free visor, latex free	\$21.73	\$21.73	\$24.00	\$24.00	\$17.43	\$17.43
8	50	ea	Protective Eyewear, black frame, adjustable	\$0.89	\$44.50	\$2.49	\$124.50	\$4.99	\$249.50
9	100	bx	Gloves, Powder Free; X-Large	No Bid	No Bid	\$6.50	\$650.00	\$6.59	\$659.00
	20	bx	Large	No Bid	No Bid	\$6.50	\$130.00	\$6.59	\$131.80
	6	bx	Medium	No Bid	No Bid	\$6.50	\$39.00	\$6.59	\$39.54
	2	bx	Small	No Bid	No Bid	\$6.50	\$13.00	\$6.59	\$13.18
	1	bx	XX-large	No Bid	No Bid	No Bid	No Bid	\$6.59	\$6.59
10	2	bx	TB Respirators; Large	\$23.92	\$47.84	\$18.00	\$36.00	\$16.14	\$32.28
	2	bx	TB Respirators; Medium	\$23.92	\$47.84	\$18.00	\$36.00	\$16.14	\$32.28
11	10	bx	Bio-Bag Red 7-10 Gal	\$3.42	\$34.18	\$6.25	\$62.50	\$6.50	\$65.00
	1	bx	Bio-Bag Red 20 Gal	\$6.82	\$6.82	\$12.00	\$12.00	\$7.50	\$7.50
12	125	ea	Xpect Buffered Eye & Skin Sterile Isotonic	No Bid	No Bid	\$1.70	\$212.50	\$1.37	\$171.25
13	1	cs	Biohazard Specimen Bag	\$64.28	\$64.28	\$83.00	\$83.00	\$73.75	\$73.75
14	100	ea	Sharp-Trap Bio-Disposable Container	No Bid	No Bid	\$1.20	\$120.00	\$1.28	\$128.00
15	40	ea	Kendall Sharps Container (Transparent Red)	\$3.85	\$154.00	\$1.50	\$60.00	\$3.62	\$144.80
	15	ea	Kendall Sharps Container (Transparent White)	\$2.72	\$40.73	No Bid	No Bid	No bid	No Bid
16	30	ea	Fluid Barrier Gown	\$0.49	\$14.81	\$39.00	\$1,170.00	\$1.38	\$41.40
17	30	ea	Vionex no rinse hand gel 4 oz.	\$0.55	\$16.50	\$2.59	\$77.70	\$3.17	\$95.10
	20	ea	Vionex no rinse gel 18 oz bottle w/pump	\$7.20	\$144.00	\$6.29	\$125.80	\$8.01	\$160.20
18	30	pkg	Paddock Lab Glucose gel	No Bid	No Bid	\$9.00	\$270.00	\$9.63	\$288.90
19	50	ea	Discide Disinfecting Towelettes	\$5.53	\$276.50	\$6.29	\$314.50	\$6.69	\$334.50
Subtotal					\$913.73		\$ 3,560.50		\$ 2,692.00
Group 3: Bandages/Dressings									
20	50	ea	Adaptic Non-adhering Dressing 3x8"	\$1.77	\$88.50	\$1.62	\$81.00	\$1.21	\$60.32
21	15	bx	Alcohol Prep pads Large	\$1.42	\$21.30	\$2.59	\$38.85	\$2.00	\$30.00
22	12	bx	Adhesive bandage strips 1x3"	\$1.16	\$13.92	\$2.49	\$29.88	\$2.42	\$29.04
23	25	ea	Burn Sheet sterile 60x90"	\$2.04	\$51.00	\$3.75	\$93.75	\$5.13	\$128.25
24	15	ea	Disposable Emergency Blanket	\$2.66	\$39.90	\$2.00	\$30.00	\$2.38	\$35.70
25	1	bx	Oval eye pads, sterile large	\$3.84	\$3.84	\$8.00	\$8.00	\$4.68	\$4.68
26	150	bx	Gauze pads, 4"x4", sterile, individually packa	\$1.15	\$172.50	\$3.39	\$508.50	\$1.66	\$249.00
27	25	bx	Large Kendall Kerlix Roll	\$7.30	\$182.50	\$16.80	\$420.00	\$6.00	\$150.00
28	100	ea	Kendall Conform Stretch Bandage 3X75	\$0.24	\$23.60	\$0.57	\$57.08	\$0.25	\$24.75
	50	ea	Kendall Conform Stretch Bandage 4"	\$0.26	\$12.80	\$0.68	\$34.17	\$0.29	\$14.34
	20	ea	Kendall Conform Stretch Bandage 6"	\$0.54	\$10.76	\$1.04	\$20.83	\$0.29	\$5.73
29	60	ea	Multi trauma dressing Sterile 12x30"	\$0.98	\$58.50	\$1.30	\$78.00	\$1.18	\$70.80
30	2	bx	Nail Polish Remover Pads	\$2.83	\$5.66	\$3.90	\$7.80	\$2.86	\$5.72
31	5	ea	OB Kits	\$4.01	\$20.05	\$7.00	\$35.00	\$4.13	\$20.65
32	7	cs	Normal Saline for Irrigation USP	\$18.11	\$126.77	\$14.40	\$100.80	\$12.84	\$89.88
33	16	cs	Sterile Water-Irrigation Solution 1000 ML Bo	\$18.33	\$293.28	\$14.40	\$230.40	\$12.60	\$201.60
34	75	ea	Surgi pads 5"x9"	\$0.10	\$7.68	\$0.20	\$15.00	\$0.11	\$8.22
35	8	ea	Parker Laboratories Inc. Signa Gel Electrode	No Bid	No Bid	\$1.80	\$14.40	\$2.12	\$16.96
36	1	bx	Lubricating Jelly Foil Packets	\$5.23	\$5.23	\$9.00	\$9.00	\$8.65	\$8.65
37	7	bx	Tape, Cursilk Cloth 2"	\$6.49	\$45.43	\$7.50	\$52.50	\$7.69	\$53.83
38	4	bx	Tape, Cursilk Cloth 1"	\$6.49	\$25.96	\$7.50	\$30.00	\$7.69	\$30.76
39	8	bx	Tape, Cursilk Cloth 3"	\$6.49	\$51.92	\$7.90	\$63.20	\$7.69	\$61.52
40	25	bx	Tape Clear 1"	\$5.68	\$142.00	\$11.75	\$293.75	\$6.25	\$156.25
41	200	ea	Triangle Bandages	\$0.26	\$52.60	\$0.2900	\$58.00	\$0.16	\$32.00
42	200	ea	Convenience bags	\$0.33	\$65.36	\$1.00	\$200.00	\$0.93	\$186.00
43	3	cs	0.9% Sodium Chloride 30ml Flip Top Vial	\$42.11	\$126.33	\$48.00	\$144.00	\$40.00	\$120.00
44	2	cs	0.9% Sodium Chloride 250ml Bag	\$32.53	\$65.06	\$31.20	\$62.40	\$20.16	\$40.32
	150	cs	0.9% Sodium Chloride 1000ml Bag	\$23.68	\$3,552.00	\$15.60	\$2,340.00	\$11.28	\$1,692.00
Subtotal					\$ 5,264.45		\$ 5,056.31		\$ 3,526.97

			Supreme Medical		Matrix Medical		Bound Tree Medical		
Group 4: I.V. Supplies									
45	3	bx	Protective IV cath 14g x 1.25"	\$119.00	\$ 357.00	\$115.00	\$ 345.00	\$127.50	\$ 382.50
	2	bx	IV Cath 16g x 1.25"	\$119.00	\$ 238.00	\$115.00	\$ 230.00	\$127.50	\$ 255.00
	30	bx	IV Cath 18g x 1.25"	\$119.00	\$ 3,570.00	\$115.00	\$ 3,450.00	\$127.50	\$ 3,825.00
	10	bx	IV Cath 20g x 1"	\$119.00	\$ 1,190.00	\$115.00	\$ 1,150.00	\$127.50	\$ 1,275.00
	1	bx	IV Cath 24g x .75"	\$124.69	\$ 124.69	\$115.00	\$ 115.00	\$134.00	\$ 134.00
	1	bx	IV Cath 14g x 2.50"	\$67.69	\$ 67.69	\$115.00	\$ 115.00	\$51.50	\$ 51.50
46	2000	ea	IV Ext set 43"	\$2.88	\$ 5,764.00	\$1.05	\$ 2,100.00	\$1.83	\$ 3,660.00
47	3000	ea	IV Start Kit, latex free, sterile with tegaderm	\$1.79	\$ 5,364.00	\$1.40	\$ 4,200.00	\$1.38	\$ 4,140.00
48	3000	ea	10 Drop IV set, 2 Y sites, Macro drip	\$2.35	\$ 7,035.00	\$2.90	\$ 8,700.00	\$2.06	\$ 6,180.00
49	10	ea	60 Drop IV set, Buretrol	\$5.82	\$ 58.19	No Bid	No Bid	\$4.56	\$ 45.60
50	200	ea	Injection Site sterile	\$1.37	\$ 273.30	\$1.58	\$ 315.00	\$1.28	\$ 256.00
51	25	ea	Padded IV Armboard 9"	\$0.29	\$ 7.29	\$0.55	\$ 13.75	\$0.46	\$ 11.50
	75	ea	Padded IV Armboard 18"	\$0.52	\$ 38.93	\$0.74	\$ 55.50	\$0.52	\$ 39.00
52	1	cs	60 Drop Microdrip IV set	\$43.90	\$ 43.90	\$141.60	\$ 141.60	\$129.00	\$ 129.00
53	15	bx	Terumo Style Needle 18GA X 1"	\$3.98	\$ 59.70	\$4.40	\$ 66.00	\$3.40	\$ 51.00
	1	bx	Terumo Style Needle 21GA X 1"	\$3.98	\$ 3.98	\$4.40	\$ 4.40	\$3.40	\$ 3.40
	1	bx	Terumo Style Needle 22GA X 1"	\$3.98	\$ 3.98	\$4.40	\$ 4.40	\$3.40	\$ 3.40
	1	bx	Terumo Style Needle 18GA X 1"	\$4.85	\$ 4.85	\$	\$ -	\$	\$ -
54	50	bx	20cc Luer Lock Syringe	\$8.29	\$ 414.50	\$6.95	\$ 347.50	\$24.00	\$ 1,200.00
	3	bx	10cc Luer Lock Syringe	\$7.27	\$ 21.81	\$9.90	\$ 29.70	\$12.00	\$ 36.00
55	8	ea	Tubex Syringe	No Bid	No Bid	\$8.50	\$ 68.00	\$8.27	\$ 66.16
56	8	ea	Carpujet	No Bid	No Bid	\$2.00	\$ 16.00	\$0.01	\$ 0.08
57	2	bx	3cc 25 ga x 5/8" syringe	\$5.72	\$ 11.44	\$15.00	\$ 30.00	\$8.84	\$ 17.68
	2	bx	1cc with 25 ga x 5/8" Syringe	\$7.45	\$ 14.90	\$12.00	\$ 24.00	\$11.00	\$ 22.00
58	1000	ea	Tegaderm 3x4	\$0.23	\$ 231.20	\$0.42	\$ 420.00	\$0.30	\$ 304.70
			Subtotal		\$24,898.95		\$ 21,520.85		\$ 21,783.82
Group 5: Airway Supplies									\$ -
59	10	ea	Laryngo replacement lamps small	\$3.54	\$35.40	\$1.80	\$ 18.00	\$1.19	\$ 11.90
	10	ea	Laryngo replacement lamps Large	\$3.54	\$35.40	\$1.80	\$ 18.00	\$1.19	\$ 11.90
60	6	ea	Laryngo Macintosh Blades Infant size 1	\$15.19	\$ 91.14	\$15.00	\$ 90.00	\$11.28	\$ 67.68
	6	ea	Macintosh Child size 1	\$15.19	\$ 91.14	\$15.00	\$ 90.00	\$11.28	\$ 67.68
	6	ea	Macintosh Adult size 3	\$15.19	\$ 91.14	\$15.00	\$ 90.00	\$11.28	\$ 67.68
	6	ea	Macintosh Large Adult size 4	\$15.19	\$ 91.14	\$15.00	\$ 90.00	\$11.28	\$ 67.68
	6	ea	Miller Premie size 0	\$15.19	\$ 91.14	\$15.00	\$ 90.00	\$11.28	\$ 67.68
	6	ea	Miller infant size 1	\$15.19	\$ 91.14	\$15.00	\$ 90.00	\$11.28	\$ 67.68
	6	ea	Miller child size 2	\$15.19	\$ 91.14	\$15.00	\$ 90.00	\$11.28	\$ 67.68
	6	ea	Miller Adult size 3	\$15.19	\$ 91.14	\$15.00	\$ 90.00	\$11.28	\$ 67.68
	6	ea	Miller Large Adult size 4	\$15.19	\$ 91.14	\$15.00	\$ 90.00	\$11.28	\$ 67.68
	6	ea	Laryngo standard stainless handle	\$24.36	\$ 146.16	\$10.00	\$ 60.00	\$10.06	\$ 60.36
61	30	ea	Bite Stick	\$1.03	\$ 30.87	\$0.40	\$ 12.00	\$0.33	\$ 9.90
62	75	ea	Oxygen mask adult	\$0.67	\$ 50.48	\$0.80	\$ 60.00	\$0.62	\$ 46.50
	50	ea	Oxygen mask child	\$0.90	\$ 45.10	\$0.80	\$ 40.00	\$0.77	\$ 38.50
63	25	ea	Medium Concentration Infant Oxygen Mask	\$1.49	\$37.33	\$2.40	\$ 60.00	\$1.48	\$ 37.00
64	15	ea	Oxygen connecting tubing	\$0.38	\$ 5.63	\$0.29	\$ 4.35	\$0.28	\$ 4.20
65	5	ea	Cylinder wrench small	No Bid	No Bid	\$1.75	\$ 8.75	\$1.54	\$ 7.70
66	3	ea	Open end oxygen bottle wrench	No Bid	No Bid	\$3.50	\$ 10.50	\$3.94	\$ 11.82
67	100	ea	Adult Mask with swivel connector	\$14.79	\$1,478.50	\$9.00	\$900.00	\$20.00	\$ 2,000.00
	25	ea	Child mask pop-off valve	\$14.79	\$369.63	\$11.75	\$293.75	\$20.00	\$ 500.00
	15	ea	infant mask pop-off valve	\$15.61	\$234.09	\$11.75	\$176.25	\$20.00	\$ 300.00
68	10	ea	ET Tube 9.0	\$3.66	\$ 36.59	\$3.90	\$ 39.00	\$3.45	\$ 34.50
	10	ea	ET Tube 8.5	\$3.66	\$ 36.59	\$3.90	\$ 39.00	\$3.45	\$ 34.50
	20	ea	ET Tube 8.0	\$3.66	\$ 73.18	\$3.90	\$ 78.00	\$3.45	\$ 69.00
	30	ea	ET Tube 7.5	\$3.66	\$ 109.77	\$3.90	\$ 117.00	\$3.45	\$ 103.50
	30	ea	ET Tube 7.0	\$3.66	\$ 109.77	\$3.90	\$ 117.00	\$3.45	\$ 103.50
	30	ea	ET Tube 6.5	\$3.66	\$ 109.77	\$3.90	\$ 117.00	\$3.45	\$ 103.50
	10	ea	ET Tube 6.0	\$3.66	\$ 36.59	\$3.90	\$ 39.00	\$3.45	\$ 34.50
	10	ea	ET Tube 5.5	\$3.66	\$ 36.59	\$3.90	\$ 39.00	\$3.45	\$ 34.50
	10	ea	ET Tube 5.0	\$3.66	\$ 36.59	\$3.90	\$ 39.00	\$3.45	\$ 34.50
69	10	ea	ET Tube cuffed 4.0	\$3.29	\$ 32.92	\$3.50	\$ 35.00	\$3.33	\$ 33.30
	10	ea	ET Tube cuffed 3.0	\$3.29	\$ 32.92	\$3.50	\$ 35.00	\$3.33	\$ 33.30
70	375	ea	Nasal Cannula	\$0.41	\$ 152.63	\$0.45	\$ 168.75	\$0.33	\$ 123.75
71	100	ea	Medication nebulizer with Mouthpiece	\$0.75	\$ 75.28	\$0.70	\$ 70.00	\$0.85	\$ 85.00
72	1500	ea	Non-Rebreather Mask	\$0.94	\$ 1,416.00	\$0.90	\$ 1,350.00	\$0.94	\$ 1,410.00
73	5	ea	55mm airway	\$0.50	\$ 2.51	\$1.10	\$ 5.50	\$1.00	\$ 5.00
	5	ea	60mm airway	\$0.50	\$ 2.51	\$1.10	\$ 5.50	\$1.00	\$ 5.00
	5	ea	70mm airway	\$0.50	\$ 2.51	\$1.10	\$ 5.50	\$1.00	\$ 5.00
	5	ea	80mm airway	\$0.50	\$ 2.51	\$1.10	\$ 5.50	\$1.00	\$ 5.00
	10	ea	90mm airway	\$0.50	\$ 5.01	\$1.10	\$ 11.00	\$1.00	\$ 10.00
	10	ea	100mm airway	\$0.50	\$ 5.01	\$1.10	\$ 11.00	\$1.00	\$ 10.00
	10	ea	105mm airway	No Bid	No Bid	\$1.10	\$ 11.00	\$1.00	\$ 10.00
	5	ea	115mm airway	\$1.98	\$ 9.89	\$1.10	\$ 5.50	\$1.00	\$ 5.00
74	200	ea	Pulse ox sensor adult	No Bid	No Bid	No Bid	No Bid	\$12.50	\$ 2,500.00
75	30	ea	Pulse ox sensor child	No Bid	No Bid	No Bid	No Bid	\$14.38	\$ 431.25
76	48	ea	Pulse ox sensor infant	No Bid	No Bid	No Bid	No Bid	\$18.26	\$ 876.48
77	25	ea	Suction cannister 1200cc	\$2.21	\$ 55.18	\$2.60	\$ 65.00	\$2.74	\$ 68.50
78	30	ea	Medi-Vac Guardian Cannister 1200cc	\$3.81	\$ 114.27	\$2.50	\$ 75.00	\$3.14	\$ 94.29
79	20	ea	Suction Catheter 8fr	\$0.21	\$ 4.10	\$0.39	\$ 7.80	\$0.42	\$ 8.40
	20	ea	Suction Catheter 14fr	\$0.21	\$ 4.10	\$0.39	\$ 7.80	\$0.37	\$ 7.40
80	100	ea	Suction connecting tubing	\$0.86	\$ 86.32	\$1.75	\$ 175.00	\$3.27	\$ 327.00
81	30	ea	ET Tube Holder adult	No Bid	No Bid	\$2.80	\$ 84.00	\$2.78	\$ 83.40
	10	ea	ET Tube Holder pedi	No Bid	No Bid	\$2.80	\$ 28.00	\$2.78	\$ 27.80
82	40	ea	Stethoscope	\$63.75	\$2,550.00	No Bid	No Bid	\$57.33	\$ 2,293.20
83	2	ea	Spider strap	\$33.13	\$ 66.26	\$59.00	\$ 118.00	\$22.80	\$ 45.60
			Subtotal		\$ 8,494.17		\$ 5,375.45		\$ 12,704.57
						Costly Items Incomplete			
						No Samples			

			Supreme Medical		Matrix Medical		Bound Tree Medical		
Group 6: Miscellaneous EMS Supplies									
84	5	ea	Blood pressure cuff adult	\$8.47	\$ 42.35	\$9.00	\$ 45.00	\$8.00	\$ 40.00
	5	ea	Blood pressure cuff Large Adult	\$11.29	\$ 56.45	\$16.90	\$ 84.50	\$10.00	\$ 50.00
	5	ea	Blood Pressure cuff child	\$8.49	\$ 42.45	\$10.00	\$ 50.00	\$8.00	\$ 40.00
	5	ea	Blood Pressure cuff infant	\$8.49	\$ 42.45	\$10.00	\$ 50.00	\$8.00	\$ 40.00
85	500	ea	Cold packs 6"x8"	\$0.39	\$ 192.50	\$0.39	\$ 195.00	\$0.29	\$ 142.50
86	3	bx	Accu-check replacement lancets	\$21.77	\$ 65.31	45	\$ 135.00	\$52.50	\$ 157.50
87	15	ea	Medi flow Morgan eye lens	No Bid	No Bid	\$14.75	\$ 221.25	\$16.56	\$ 248.40
88	72	ea	Disposable pen light	\$1.28	\$ 92.16	\$0.75	\$ 54.00	\$0.84	\$ 60.48
89	1	pkg	Triage bags	No Bid	No Bid	\$40.00	\$ 40.00	\$20.68	\$ 20.68
90	50	ea	EMT Shears 5.5"	\$3.60	\$ 180.00	\$3.75	\$ 187.50	\$1.88	\$ 94.00
91	35	ea	Actidose-Aqua Activiated Charcoal Suspendio	No Bid	No Bid	\$19.00	\$ 665.00	\$8.75	\$ 306.25
92	3	ea	Paddock Laboratories Inc.	\$1.88	\$ 5.64	\$1.60	\$ 4.80	\$1.55	\$ 4.65
93	50	bx	.3ml amonia inhalant	\$1.74	\$ 87.00	No Bid	No Bid	\$1.58	\$ 79.00
94	2	ea	Post mortem bag w/id tags 6" X 90"	No Bid	No Bid	\$7.00	\$14.00	\$11.25	\$ 22.50
95	15	cs	Ambu ace adjustable collar	No Bid	No Bid	\$237.50	\$ 3,562.50	\$236.50	\$ 3,547.50
	3	cs	Ambu mini ace adjust. Collar	No Bid	No Bid	\$237.50	\$ 712.50	\$236.50	\$ 709.50
96	20	ea	Combitube Adult kit	\$60.34	\$ 1,206.80	\$44.00	\$880.00	\$47.53	\$ 950.60
97	10	cs	Head immobilizer	\$194.00	\$1,940.00	\$199.00	\$ 1,990.00	\$219.00	\$ 2,190.00
98	2	ea	Magill Forceps Adult	No Bid	No Bid	\$3.75	\$ 7.50	\$3.44	\$ 6.88
	2	ea	Magill Forceps Child	No Bid	No Bid	\$3.75	\$ 7.50	\$3.44	\$ 6.88
99	8	ea	Neotech Meconium Aspirator	No Bid	No Bid	\$3.95	\$ 31.60	\$4.22	\$ 33.76
100	5	ea	Ring cutter	No Bid	No Bid	\$9.00	\$ 45.00	\$5.00	\$ 25.00
101	10	ea	Seat belt cutter	No Bid	No Bid	\$3.50	\$ 35.00	\$3.88	\$ 38.80
102	1	bx	Tourniquet Latex free	\$36.14	\$ 36.14	\$12.75	\$ 12.75	\$17.88	\$ 17.88
103	5	ea	V-Vac suction unit	No Bid	No Bid	\$13.75	\$ 68.75	\$69.03	\$ 345.15
104	4	bx	Vacutainer Luer Adapters	\$13.89	\$ 55.56	\$30.00	\$ 120.00	\$11.25	\$ 45.00
105	2	bx	Vacutainer Needles 22 ga x 1"	\$8.06	\$ 16.12	\$16.00	\$ 32.00	\$6.88	\$ 13.76
106	75	pkg	Vacutainer Holder 7ml tube	\$0.83	\$ 62.48	\$1.20	\$ 90.00	\$0.81	\$ 60.75
107	15	bx	Collection tube 7ml red top	No Bid	No Bid	\$16.00	\$240.00	\$19.15	\$ 287.25
	12	bx	Purple top	No Bid	No Bid	No Bid	No Bid	\$24.59	\$ 295.08
	12	bx	Blue top	No Bid	No Bid	No Bid	No Bid	\$22.41	\$ 268.92
	12	bx	Green top	No Bid	No Bid	No Bid	No Bid	\$41.23	\$ 494.76
108	20	ea	Window pouch w/pocket clip	No Bid	No Bid	\$4.50	\$ 90.00	\$2.81	\$ 56.20
109	1	bx	Providine Swabs	\$4.28	\$ 4.28	\$9.00	\$ 9.00	\$4.33	\$ 4.33
110	25	ea	Disposable pressure Infusor	No Bid	No Bid	\$12.00	\$ 300.00	\$14.50	\$ 362.50
111	500	ea	Emergency Blanket 54" X 80"	\$2.66	\$ 1,330.00	\$2.00	\$1,000.00	\$2.44	\$ 1,220.00
112	2500	ea	Pillow Case 20" X 29"	\$0.22	\$547.50	\$0.29	\$725.00	\$0.25	\$ 636.25
113	500	ea	Pillow Disposable 18" X 24"	\$3.48	\$ 1,740.00	\$3.00	\$1,500.00	\$2.74	\$ 1,370.00
114	2500	ea	Flat Sheet 84" X 40"	\$0.64	\$ 1,607.50	\$0.90	\$2,250.00	\$0.62	\$ 1,558.50
115	2500	ea	Fitted Cotton Sheet 72" X 6" X 80"	\$0.77	\$ 1,926.50	\$0.90	\$ 2,250.00	\$0.57	\$ 1,428.50
			Subtotal		\$ 11,279.19		\$ 17,705.15		\$ 17,279.71
			Incomplete						
			Grand Total		\$58,835.40		\$ 60,120.26		\$ 64,884.67

Incomplete Bid and/or Did Not Submit Samples
Recommended Award

Total Bid Award

\$20,806.68

EMS SUPPLIES
 BID 06-146

Item No.	Est. Qty.	Unit	Description	Moore Medical		Laerdal Medical		Jefferson Medical Supplies	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Group 1: Cardiac Supplies									
1	5	bx	Defibrillation Pads	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	1000	pkg	Electrodes (Adult)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3	20	pkg	Electrodes (Pedi) Medi-T Mini	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	50	pkg	Graph Paper (Model: LifePak 11/12)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5	3	pkg	Graph Paper (Model: LifePak 10)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	5	bx	Defibrillation & Pacing Pads (Pedi)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	bx	Defibrillation & Pacing Pads (Adult)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Subtotal					\$0.00		\$0.00		\$0.00
Group 2: Infection Control									
7	1	bx	Face Shield with fog free visor, latex free	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
8	50	ea	Protective Eyewear, black frame, adjustable	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
9	100	bx	Gloves, Powder Free; X-Large	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	20	bx	Large	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	bx	Medium	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	2	bx	Small	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	1	bx	XX-large	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
10	2	bx	TB Respirators; Large	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	2	bx	TB Respirators; Medium	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
11	10	bx	Bio-Bag Red 7-10 Gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	1	bx	Bio-Bag Red 20 Gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
12	125	ea	Xpect Buffered Eye & Skin Sterile Isotonic	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
13	1	cs	Biohazard Specimen Bag	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
14	100	ea	Sharp-Trap Bio-Disposable Container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
15	40	ea	Kendall Sharps Container (Transparent Red)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	15	ea	Kendall Sharps Container (Transparent White)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
16	30	ea	Fluid Barrier Gown	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
17	30	ea	Vionex no rinse hand gel 4 oz.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	20	ea	Vionex no rinse gel 18 oz bottle w/pump	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
18	30	pkg	Paddock Lab Glucose gel	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
19	50	ea	Disicide Disinfecting Towelettes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Subtotal					\$0.00		\$0.00		\$0.00
Group 3: Bandages/Dressings									
20	50	ea	Adaptic Non-adhering Dressing 3x8"	\$1.08	\$ 53.90	No Bid	No Bid	No Bid	No Bid
21	15	bx	Alcohol Prep pads Large	\$1.89	\$ 28.35	No Bid	No Bid	\$2.08	\$ 31.20
22	12	bx	Adhesive bandage strips 1x3"	\$1.89	\$ 22.68	No Bid	No Bid	No Bid	No Bid
23	25	ea	Burn Sheet sterile 60x90"	\$3.99	\$ 99.75	No Bid	No Bid	\$2.75	\$ 68.75
24	15	ea	Disposable Emergency Blanket	\$1.93	\$ 28.95	No Bid	No Bid	\$0.90	\$ 13.50
25	1	bx	Oval eye pads, sterile large	\$4.46	\$ 4.46	No Bid	No Bid	\$73.00	\$ 73.00
26	150	bx	Gauze pads, 4"x4", sterile, individually packa	\$1.58	\$ 236.25	No Bid	No Bid	\$1.45	\$ 217.50
27	25	bx	Large Kendall Kerlix Roll	\$18.12	\$ 453.00	No Bid	No Bid	No Bid	No Bid
28	100	ea	Kendall Conform Stretch Bandage 3X75	\$0.59	\$ 59.25	No Bid	No Bid	\$0.31	\$ 31.00
	50	ea	Kendall Conform Stretch Bandage 4"	\$0.67	\$ 33.58	No Bid	No Bid	\$0.33	\$ 16.50
	20	ea	Kendall Conform Stretch Bandage 6"	\$0.99	\$ 19.80	No Bid	No Bid	\$0.67	\$ 13.40
29	60	ea	Multi trauma dressing Sterile 12x30"	\$0.70	\$ 42.00	No Bid	No Bid	\$1.47	\$ 88.20
30	2	bx	Nail Polish Remover Pads	\$2.23	\$ 4.46	No Bid	No Bid	No Bid	No Bid
31	5	ea	OB Kits	\$4.62	\$ 23.10	No Bid	No Bid	\$6.50	\$ 32.50
32	7	cs	Normal Saline for Irrigation USP	\$16.80	\$ 117.60	No Bid	No Bid	No Bid	No Bid
33	16	cs	Sterile Water-Irrigation Solution 1000 ML Bo	\$16.00	\$ 256.00	No Bid	No Bid	No Bid	No Bid
34	75	ea	Surgi pads 5"x9"	\$0.10	\$ 7.43	No Bid	No Bid	\$0.18	\$ 13.50
35	8	ea	Parker Laboratories Inc. Signa Gel Electrode C	\$2.14	\$17.12	No Bid	No Bid	No Bid	No Bid
36	1	bx	Lubricating Jelly Foil Packets	\$3.48	\$ 3.48	No Bid	No Bid	\$13.00	\$ 13.00
37	7	bx	Tape, Cursilk Cloth 2"	\$9.38	\$ 65.66	No Bid	No Bid	No Bid	No Bid
38	4	bx	Tape, Cursilk Cloth 1"	\$9.38	\$ 37.52	No Bid	No Bid	No Bid	No Bid
39	8	bx	Tape, Cursilk Cloth 3"	\$9.38	\$ 75.04	No Bid	No Bid	No Bid	No Bid
40	25	bx	Tape Clear 1"	\$6.07	\$ 151.75	No Bid	No Bid	\$8.12	\$ 203.00
41	200	ea	Triangle Bandages	\$0.23	\$ 46.00	No Bid	No Bid	\$0.32	\$ 64.00
42	200	ea	Convenience bags	\$0.95	\$ 190.60	No Bid	No Bid	No Bid	No Bid
43	3	cs	0.9% Sodium Chloride 30ml Flip Top Vial	\$37.00	\$ 111.00	No Bid	No Bid	No Bid	No Bid
44	2	cs	0.9% Sodium Chloride 250ml Bag	\$21.12	\$ 42.24	No Bid	No Bid	No Bid	No Bid
	150	cs	0.9% Sodium Chloride 1000ml Bag	\$10.68	\$ 1,602.00	No Bid	No Bid	No Bid	No Bid
Subtotal					\$ 3,832.97		\$0.00		\$ 879.05
Incomplete									

			Moore Medical	Laerdal Medical	Jefferson Medical Supplies				
Group 4: I.V. Supplies									
45	3	bx	Protective IV cath 14g x 1.25"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	2	bx	IV Cath 16g x 1.25"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	30	bx	IV Cath 18g x 1.25"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	bx	IV Cath 20g x 1"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	1	bx	IV Cath 24g x .75"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	1	bx	IV Cath 14g x 2.50"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
46	2000	ea	IV Ext set 43"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
47	3000	ea	IV Start Kit, latex free, sterile with tegaderm	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
48	3000	ea	10 Drop IV set, 2 Y sites, Macro drip	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
49	10	ea	60 Drop IV set, Buretrol	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
50	200	ea	Injection Site sterile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
51	25	ea	Padded IV Armboard 9"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	75	ea	Padded IV Armboard 18"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
52	1	cs	60 Drop Microdrip IV set	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
53	15	bx	Terumo Style Needle 18GA X 1"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	1	bx	Terumo Style Needle 21GA X 1"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	1	bx	Terumo Style Needle 22GA X 1"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	1	bx	Terumo Style Needle 18GA X 1"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
54	50	bx	20cc Luer Lock Syringe	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	3	bx	10cc Luer Lock Syringe	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
55	8	ea	Tubex Syringe	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
56	8	ea	Carpujet	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
57	2	bx	3cc 25 ga x 5/8" syringe	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	2	bx	1cc with 25 ga x 5/8" Syringe	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
58	1000	ea	Tegaderm 3x4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Subtotal				\$0.00		\$0.00		\$0.00	
Group 5: Airway Supplies									
59	10	ea	Laryngo replacement lamps small	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	ea	Laryngo replacement lamps Large	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
60	6	ea	Laryngo Macintosh Blades Infant size 1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	ea	Macintosh Child size 1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	ea	Macintosh Adult size 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	ea	Macintosh Large Adult size 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	ea	Miller Premie size 0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	ea	Miller infant size 1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	ea	Miller child size 2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	ea	Miller Adult size 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	ea	Miller Large Adult size 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	6	ea	Laryngo standard stainless handle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
61	30	ea	Bite Stick	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
62	75	ea	Oxygen mask adult	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	50	ea	Oxygen mask child	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
63	25	ea	Medium Concentration Infant Oxygen Mask	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
64	15	ea	Oxygen connecting tubing	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
65	5	ea	Cylinder wrench small	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
66	3	ea	Open end oxygen bottle wrench	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
67	100	ea	Adult Mask with swivel connector	No Bid	No Bid	\$13.95	\$1,395.00	No Bid	No Bid
	25	ea	Child mask pop-off valve	No Bid	No Bid	\$13.95	\$348.75	No Bid	No Bid
	15	ea	infant mask pop-off valve	No Bid	No Bid	\$13.95	\$209.25	No Bid	No Bid
68	10	ea	ET Tube 9.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	ea	ET Tube 8.5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	20	ea	ET Tube 8.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	30	ea	ET Tube 7.5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	30	ea	ET Tube 7.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	30	ea	ET Tube 6.5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	ea	ET Tube 6.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	ea	ET Tube 5.5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	ea	ET Tube 5.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
69	10	ea	ET Tube cuffed 4.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	ea	ET Tube cuffed 3.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	375	ea	Nasal Cannula	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
71	100	ea	Medication nebulizer with Mouthpiece	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
72	1500	ea	Non-Rebreather Mask	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
73	5	ea	55mm airway	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	5	ea	60mm airway	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	5	ea	70mm airway	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	5	ea	80mm airway	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	ea	90mm airway	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	ea	100mm airway	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	10	ea	105mm airway	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	5	ea	115mm airway	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
74	200	ea	Pulse ox sensor adult	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
75	30	ea	Pulse ox sensor child	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
76	48	ea	Pulse ox sensor infant	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
77	25	ea	Suction cannister 1200cc	No Bid	No Bid	\$79.20	\$ 1,980.00	No Bid	No Bid
78	30	ea	Medi-Vac Guardian Cannister 1200cc	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
79	20	ea	Suction Catheter 8fr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	20	ea	Suction Catheter 14fr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
80	100	ea	Suction connecting tubing	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
81	30	ea	ET Tube Holder adult	No Bid	No Bid	\$3.50	\$ 105.00	No Bid	No Bid
	10	ea	ET Tube Holder pedi	No Bid	No Bid	\$3.50	\$ 35.00	No Bid	No Bid
82	40	ea	Stethoscope	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
83	2	ea	Spider strap	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Subtotal				\$0.00		\$ 4,073.00		\$0.00	
					Incomplete				

			Moore Medical	Laerdal Medical	Jefferson Medical Supplies				
Group 6: Miscellaneous EMS Supplies									
84	5	ea	Blood pressure cuff adult	No Bid	No Bid	No Bid	No Bid	\$8.90	\$ 44.50
	5	ea	Blood pressure cuff Large Adult	No Bid	No Bid	No Bid	No Bid	\$9.25	\$ 46.25
	5	ea	Blood Pressure cuff child	No Bid	No Bid	No Bid	No Bid	\$8.20	\$ 41.00
	5	ea	Blood Pressure cuff infant	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
85	500	ea	Cold packs 6"x8"	No Bid	No Bid	No Bid	No Bid	\$0.46	\$ 230.00
86	3	bx	Accu-check replacement lancets	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
87	15	ea	Medi flow Morgan eye lens	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
88	72	ea	Disposable pen light	No Bid	No Bid	No Bid	No Bid	\$0.69	\$ 49.68
89	1	pkg	Triage bags	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
90	50	ea	EMT Shears 5.5"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
91	35	ea	Actidose-Aqua Actiivated Charcoal Suspension	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
92	3	ea	Paddock Laboratories Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
93	50	bx	.3ml amonia inhalant	No Bid	No Bid	No Bid	No Bid	\$2.30	\$ 115.00
94	2	ea	Post mortem bag w/id tags 6" X 90"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
95	15	cs	Ambu ace adjustable collar	No Bid	No Bid	\$445.00	\$ 6,675.00	No Bid	No Bid
	3	cs	Ambu mini ace adjust. Collar	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
96	20	ea	Combitube Adult kit	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
97	10	cs	Head immobilizer	No Bid	No Bid	\$291.00	\$ 2,910.00	No Bid	No Bid
98	2	ea	Magill Forceps Adult	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	2	ea	Magill Forceps Child	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
99	8	ea	Neotech Meconium Aspirator	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
100	5	ea	Ring cutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
101	10	ea	Seat belt cutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
102	1	bx	Tourniquet Latex free	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
103	5	ea	V-Vac suction unit	No Bid	No Bid	\$14.35	\$ 71.75	No Bid	No Bid
104	4	bx	Vacutainer Luer Adapters	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
105	2	bx	Vacutainer Needles 22 ga x 1"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
106	75	pkg	Vacutainer Holder 7ml tube	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
107	15	bx	Collection tube 7ml red top	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	12	bx	Purple top	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	12	bx	Blue top	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	12	bx	Green top	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
108	20	ea	Window pouch w/pocket clip	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
109	1	bx	Provodine Swabs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
110	25	ea	Disposable pressure Infusor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
111	500	ea	Emergency Blanket 54" X 80"	No Bid	No Bid	No Bid	No Bid	\$3.20	\$ 1,600.00
112	2500	ea	Pillow Case 20" X 29"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
113	500	ea	Pillow Disposable 18" X 24"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
114	2500	ea	Flat Sheet 84" X 40"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
115	2500	ea	Fitted Cotton Sheet 72" X 6" X 80"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Subtotal				\$0.00		\$ 9,656.75		\$ 2,126.43	
Grand Total				\$3,832.97		\$13,729.75		\$3,005.48	

Incomplete Bid and/or Did Not Submit Samples
Recommended Award

\$20,806.68 Boundtree Award
\$32,931.51 Tri-anim Award

\$53,738.19 Grand Total Award

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE RENEWAL OF THE ANNUAL PRICE AGREEMENT FOR THE PURCHASE OF EMERGENCY MEDICAL SUPPLIES FROM TRI-ANIM AND BOUNDTREE MEDICAL.

WHEREAS, the City Council of the City of College Station, Texas, is obligated to protect the health, safety and welfare of the population with its emergency response personnel; and

WHEREAS, Tri-anim and Boundtree Medical are authorized to perform the functions or services contemplated by their Agreement with the City of College Station; and

WHEREAS, the City of College Station City Council approved the FY 2006 annual contract, Bid #06-146, for the purchase of emergency medical supplies; and

WHEREAS, the FY 2007 renewal is the first of two optional annual renewals of the FY 2006 contract; now, therefore,

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

PART 1: That the City Council hereby approves the renewal of the annual price agreement for the purchase of Emergency Medical Supplies from Tri-anim (P.O. 061220) for \$32,931.51 and Boundtree Medical (P.O. 061219) for \$20,806.68, in a total amount not to exceed \$ 53,738.19.

PART 2: That the City Council hereby recognizes that by renewing said Agreement it is promoting the health safety and welfare of its citizenry and the general public.

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

ADOPTED this _____ day of _____, A.D. 2007.

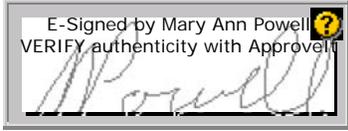
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

November 19, 2007
Consent Agenda Item 2F
Parks and Recreation Department User Fees for CY 2008

To: Glenn Brown, City Manager

From: Steve Beachy, Director of Parks and Recreation

Agenda Caption: Presentation, possible action and discussion regarding a resolution of the City Council of the City of College Station, Texas, approving and setting fees for Parks and Recreation activities and facilities.

Recommendation(s): Staff recommends approval of the resolution, and fees schedule as submitted. The Parks and Recreation Advisory Board also recommends approval of the fees as proposed.

Summary: The Parks and Recreation Department conducts annual reviews of user fees to determine direct costs, as well as local "market" rates for individual programs and facilities. Further the Parks and Recreation Advisory Board established a departmental fee policy statement to provide guidance in the establishment of fees.

This policy is consistent with the City's fiscal and budgetary policy. The Board reviewed the proposed fees on October 9, 2007 and voted 7-0 (Jody Ford & Kathleen Ireland absent) to recommend approval of the fees as submitted for CY 2008.

Budget & Financial Summary: The proposed user fees for CY 2008 include changes that are detailed in Attachment 1. If approved, the new fees will become effective after January 1, 2008. All other fees are recommended to remain at the 2007 rates. Currently, the revenue forecast for Parks & Recreation for FY 2008 is a total of \$1,149,227.

Overall, the Department forecasts these new fees to raise approximately \$25,900 in additional revenue. This figure includes \$3,000 in athletic league fees, \$13,400 in facility rental fees, \$1,000 in membership fees and \$8,500 in aquatic fees. If all of these increases are approved, then the new forecasted revenue for FY 2008 will be \$1,175,127.

Attachments:

1. Proposed Changes to Parks and Recreation Department Fees for CY 2008.
2. Resolution.
3. Exhibit A, Proposed Fee Schedule

**City Of College Station
Parks and Recreation Department
Proposed Fee Changes and Additions
CY 2008**

- 1. Adult Athletic Programs** – Increase by \$5 due to increase in minimum wage

- 2. Package Rate for Veterans Park Soccer Fields and American Pavilion**
- New fee of \$1,000 per day for 9 soccer fields and the American Pavilion. Rented separately the fee would be \$1,200.

- 3. Rental Fees for Wolf Pen Creek Amphitheater facilities** – New fees for the rental of the Hospitality Center and the Plaza at the Wolf Pen Creek Amphitheater. Additionally, Fees have been added for weekday rentals versus weekend rentals

- 4. Swimming Lessons** – Increase by \$5 per lesson more than the current rate.

- 5. EXIT Teen Center** – Membership fees will mirror Lincoln Center fee due to the combined access pass that we use for both locations. Although, the “Additional Attendance Fee Per Hour” rental fees have been dropped from the schedule due to never being used. The screening process of users negates the need for those fees.

- 6. Lincoln Center Fees** – A new “Late Pick-up fee” will be added to the schedule to address parents that do not pick up their children on time. We have a hand full of parents that abuse the good will of the staff and come as late as 45 minutes after the pick up time. This assessment is more to deter late pick-up than to generate new revenue. Gym and room rental fees increased slightly to keep up with area rental fees of similar conveniences.

- 7. Swimming Pools** – Natatorium fees were increased to mirror Hallaran and Thomas pools rental fees. Jr. Life Guard program was increased by \$5 per participant, while the Life Guard 2-B program changed only in the way we figure the cost. Life Guard 2-B is a \$25 charge on top of the cost that Ellis and Associates charges to certify each participant.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AND SETTING FEES FOR PARKS AND RECREATION FACILITIES AND ACTIVITIES.

WHEREAS, the City of College Station conducted a cost of service study to identify the full cost of service for all Parks and Recreation related facilities and services; and

WHEREAS, the City Council has adopted a Fiscal and Budgetary Policy; and

WHEREAS, the schedule of fees in the attached Exhibit A provides for Parks and Recreation related fees that are consistent with the adopted Fiscal and Budgetary Policy; now, therefore,

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

PART 1: That the City Council hereby approves and adopts the Parks and Recreation fee schedule attached as Exhibit A.

PART 2: That the fees provided for in the attached Exhibit A shall take effect for programs beginning after January 1, 2008.

ADOPTED this _____ day of _____, A.D. 2007.

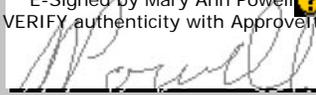
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIt


City Attorney

PARKS & RECREATION DEPARTMENT USER FEES
Draft Fees 2008

ACTIVITY/FACILITY	2005	2006	2007	2008
ADULT SPORTS PER TEAM				
1. Flag Football	\$355	\$355	\$375	\$380
2. Volleyball	\$175	\$175	\$185	\$190
3. Softball				
Play-Off League: Spring and Summer / Fall	\$340	\$340	\$350	\$355
Fast Pitch: Spring and Summer / Fall	\$380	\$380	\$390	\$395
4. Outside League Field Redevelopment Fee Per Team	\$75	\$75	\$75	\$75
5. Adult Sports Transfer/Cancellation Fee	N/A	\$10	\$10	\$10
YOUTH SPORTS PER CHILD				
1. Basketball / Flag Football / Youth Volleyball	\$45 / 40	\$50 / \$45	\$55 / \$50	\$55 / \$50
2. Girl's Softball	\$50 / 45	\$55 / \$50	\$55 / \$50	\$55 / \$50
3. Challenger Sports	\$15	\$15	\$15	\$15
4. Outside League Field Redevelopment Fee Per Child	\$5	\$10	\$10	\$10
5. Youth Sports Transfer/Cancellation Fee	N/A	\$10	\$10	\$10
INSTRUCTION FEES PER PERSON				
1. Swim Lessons 25-Minute Lesson / 45-Minute Lesson*	\$35	\$40	\$40	\$35 / \$45
2. Stroke Clinic	\$40	\$45	\$45	\$45
3. Swim Team	\$85 / 75	\$100 / \$90	\$100 / \$90	\$100 / \$90
4. USTA Tennis League	\$85	\$90	\$90	\$90
5. Tennis Lessons	\$45	\$50	\$65	\$65
6. Water Fitness Pass ~ Fall, Spring, Summer Passes	\$80 / \$60	\$80 / \$60	\$80 / \$60	\$80 / \$60
Winter Pass (Morning & Evening / Evening Only)			\$60 / \$45	\$60 / \$45
7. Instruction Transfer/Cancellation Fee	\$10	\$10	\$10	\$10
<i>* Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.</i>				

PAVILION RENTALS PER DAY				
<i>~ Deposits are refundable if the facility is left clean and damage-free, and keys are returned.</i>				
<i>~ Deposits are refundable if reservation is cancelled seven (7) days prior to rental date.</i>				
1. Bee Creek / Oaks / W.A. Tarrow Park Pavilions				
Monday – Thursday	\$75 / \$75 / \$75	\$75	\$75	\$75
Friday – Sunday & Holidays	\$100 / NA / NA	\$100	\$100	\$100
Deposit	\$0 / \$50/ \$0	\$100	\$150	\$150
2. Central / Southwood Pavilions				
Monday - Thursday	\$100	\$125	\$125	\$125
Friday – Sunday, and Holidays	\$175	\$200	\$200	\$200
Deposit	\$100	\$100	\$150	\$150
3. John Crompton Park Pavilion				
Monday - Thursday	N/A	\$100	\$100	\$100
Friday – Sunday, and Holidays	N/A	\$150	\$150	\$150
Deposit	N/A	\$100	\$150	\$150
4. American Pavilion in Veterans Park				
Monday - Thursday	N/A	N/A	\$200	\$200
Friday – Sunday, and Holidays	N/A	N/A	\$300	\$300
Deposit	N/A	N/A	\$300	\$300
5. Pavilion Transfer/Cancellation Fee	N/A	\$10	\$10	\$10
No increase in rental fees are proposed for 2008, due to the drop in rentals by approximately 90 in 2007.				

CONFERENCE CENTER

- ~ The room deposit is \$100 on Room 127 and \$50 each on all other rooms including the kitchen.
- ~ Deposits are refundable upon compliance with all rules, regulations, and clean-up requirements by client and caterer.
- ~ Deposits are refunded less the cancellation fee of \$10, if the reservation is cancelled sixty (60) days prior to the event.
- ~ An additional fee of \$25 is charged if additional time is needed between the hour of 5 p.m. and 6 p.m., and is based upon availability.

1. Commercial Rental Rates (Companies or Businesses)					
Room 101:					
Monday - Thursday:	4 Hours or Less	\$45	\$55	\$55	\$55
	8 am - 5 pm	\$52	\$65	\$65	\$65
	6 pm - Close	\$65	\$70	\$70	\$70
Friday Rate:	8 am - Close	\$150	\$75	\$75	\$75
Saturday Rate:	8 am - Close	\$150	\$150	\$150	\$150
Room 102*, 103, 104, 106*, 107*:					
Monday - Sunday:	4 Hours or Less	\$29 / *\$34	\$45	\$45	\$45
	8 am - 5 pm	\$39 / *\$46	\$55	\$55	\$55
	6 pm - Close	\$42 / *\$48	\$60	\$60	\$60
Room 105:					
Monday - Sunday:	4 Hours or Less	\$45	\$55	\$55	\$55
	8 am - 5 pm	\$52	\$65	\$65	\$65
	6 pm - Close	\$65	\$70	\$70	\$70
Room 127:					
Monday - Thursday:	4 Hours or Less	\$105	\$125	\$125	\$125
	8 am - 5 pm	\$145	\$165	\$165	\$165
	6 pm - Close	\$155	\$175	\$175	\$175
Friday Rate:	8 am - Close	\$450	\$225	\$225	\$225
Saturday Rate:	8 am - Close	\$450	\$450	\$450	\$450
2. Non-Commercial Rental Rates (Individuals or groups / not companies or businesses.)					
Room 101:					
Monday - Thursday:	4 Hours or Less	\$22	\$25	\$25	\$25
	8 am - 5 pm	\$38	\$40	\$40	\$40
	6 pm - Close	\$25	\$35	\$35	\$35
Friday Rate:	8 am - Close	\$150	\$75	\$75	\$75
Saturday Rate:	8 am - Close	\$150	\$150	\$150	\$150
Room 102*, 103, 104, 106*, 107*:					
Monday - Sunday:	4 Hours or Less	\$16 / *\$18	\$20	\$20	\$20
	8 am - 5 pm	\$27 / *\$32	\$35	\$35	\$35
	6 pm - Close	\$18 / *\$22	\$30	\$30	\$30
Room 105:					
Monday - Sunday:	4 Hours or Less	\$22	\$25	\$25	\$25
	8 am - 5 pm	\$38	\$40	\$40	\$40
	6 pm - Close	\$25	\$35	\$35	\$35
Room 127:					
Monday - Thursday:	4 Hours or Less	\$55	\$60	\$60	\$60
	8 am - 5 pm	\$105	\$110	\$110	\$110
	6 pm - Close	\$72	\$80	\$80	\$80
Friday Rate:	8 am - Close	\$450	\$225	\$225	\$225
Saturday Rate:	8 am - Close	\$450	\$450	\$450	\$450
3. Kitchen Rental			\$20	\$20	\$20
4. Sunday Surcharge					
1-5 Consecutive Hours		\$60	\$60	\$60	\$60
1-5 Hours Split, or over 5 Consecutive Hours		\$85	\$85	\$85	\$85
5. Transfer/Cancellation, Set-up Change Fee		\$20	\$10	\$10	\$10
6. Alcohol Deposit (If alcohol is served)		N/A	\$50	\$50	\$50
7. Catering Deposit		\$50	\$50	\$50	\$50

8. Multi-media Projector Deposit	\$50	\$50	\$50	\$50
9. Vendor or Exhibitors Tables	\$10	\$10	\$10	\$10
10. Miscellaneous Charges				
Copies (Per Copy)			\$.10*	\$.10*
Faxes ~ Local (Per Page)	\$2.00	\$2.00	\$1.00	\$1.00
~ Long Distance (Per Page)			\$2 First pg / \$1 Addt'l pgs	\$2 First pg / \$1 Addt'l pgs
*Per Section 111.61 of the Texas Administrative Code				

LINCOLN CENTER

~ All rooms are subject to an after-hour charge of \$20 per hour. The after-hour charge is based on any request to use facilities beyond the Center's normal operating hours.

~ Special Event fee includes the rental of the gym, Community Room, sound system, and 450 chairs.

1. School Year Membership Pass:				
Youth (17 & Under)	\$10	\$10	\$20	\$20
Low Income Eligible	\$5	\$5	\$10	\$10
2. Summer Membership Pass				
Resident - Brazos Valley	\$30	\$30	\$50	\$50
Non-Resident			\$100	\$100
3. Late Pick-up Fee				
1st Fifteen Minutes				\$5.00
Each Additional Minute Thereafter				\$1.00
4. Adult (18 & Over) Annual (12 Month) Membership Pass	\$15	\$15	\$25	\$40
5. Non-Member Guest Pass Per Day (Youth or Adult)	\$1	\$1	\$2	\$2
6. Fitness Pass Do away with - Remove Line	\$25	\$25	\$40	\$40
7. Gym Deposit Per Day (8 hour block)	\$250	\$250	\$250	\$250
Half Court Rental Per Hour (4 hour maximum)	\$20	\$20	\$20	\$25
Full Court Rental Per Hour (4 hour maximum)	\$25	\$25	\$30	\$35
Gym Event	\$.30/Chair	\$.30/Chair	\$.35/chair	\$.35/chair
All Day Usage (More than 4 hours)	\$175	\$175	\$200	\$225
Concession Usage	\$20	\$20	\$20	\$20
8. Game Room / Multi-purpose Room Rental Per Hour (4 hour minimum)	\$20	\$10/hour	\$15/hour	\$20/hour
Deposit	\$50	\$50	\$75	\$75
9. Community Room Rental Per Hour (3 hour maximum)	\$50	\$20/hour	\$25/hour	\$25/hour
Deposit	\$75	\$75	\$100	\$100
Kitchen Fee	\$20	\$20	\$20	\$20
10. Special Event Fee (Funerals, weddings, parties)	\$150	\$150	\$150	\$250
11. Miscellaneous Charges				
Copies (Per Copy)	\$.10	\$.10	\$.10*	\$.10*
Faxes ~ Local (Per Page)	\$2.00	\$2.00	\$1.00	\$1.00
~ Long Distance (Per Page)			\$2 First pg / \$1 Addt'l pgs	\$2 First pg / \$1 Addt'l pgs
*Per Section 111.61 of the Texas Administrative Code				

ATHLETIC FIELDS

~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.

~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.

~ Game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.

1. Athletic Field Rentals				
One (1) Field: Per Day / Per Weekend	\$60 / \$100	\$100 per day	\$100 per day	\$100 per day
One (1) Field: Per Hour up to 10 Hours	\$10 / \$15 / \$20	\$10 per hour	\$10 per hour	\$10 per hour
2. Athletic Field Rental Deposit	Varies	Varies	Varies	Varies
3. Lights for Field Rentals (Per hour/Per field)	\$5	\$10 per hour	\$10 per hour	\$10 per hour
4. Game Field Prep Fee per Field	N/A	\$45 per field	\$45 per field	\$45 per field

5. Bee Creek Batting Cage Rental: Per Hour	N/A	N/A	\$10 per hour	\$10 per hour
6. Veterans Park "Package" Day Rental – All 9 Soccer Fields and the American Pavilion	N/A	N/A	N/A	\$1,000

RACE EQUIPMENT RENTALS				
1. Printing Stop Watch / Non-printing Stop Watch	\$10 / \$5	\$10 / \$5	\$10 / \$5	\$10 / \$5
2. Cones (10)	\$10	\$10	\$10	\$10
3. Bases, Poles, and Flagging (10)	\$10	\$10	\$10	\$10
4. Big Time Clock	\$50	\$50	\$50	\$50
5. Water Cooler / Ice Chest	\$5 / \$5	\$5 / \$5	\$5 / \$5	\$5 / \$5
6. Tables	\$10	\$10	\$10	\$10
7. Traffic Flags and Vests (10)	\$5	\$5	\$5	\$5
8. Rental Package #1: Big time clock, 1 printing stopwatch, 10 cones, 10 bases/poles and flagging, 2 water coolers, 2 tables, 10 traffic flags and vests.	\$75	\$75	\$75	\$75
9. Rental Package #2: Big time clock, 2 printing stopwatches, 30 cones, 20 bases/poles and flagging, 6 water coolers, 4 tables, 15 traffic flags and vests.	\$100	\$100	\$100	\$100
10. Rental Package #3: Big time clock, 4 printing stopwatches, 60 cones, 30 bases/poles and flagging, 12 water coolers, 6 tables, 20 traffic flags and vests.	\$125	\$125	\$125	\$125

SWIMMING POOLS				
*Adamson passes are also valid at Southwood Hallaran and Thomas pools, excluding the CSISD Natatorium. All discount passes are priced for 25 swims.				
1. General Admission Per Person (Ages 3 and up)				
Hallaran/Thomas	\$2.50	\$2.50	\$2.50	\$2.50
Natatorium	\$2.00	\$2.00	\$2.00	\$2.00
Adamson	\$4.00	\$5.00	\$5.00	\$5.00
2. Discount Pass – 25 Swims				
Hallaran/Thomas	\$50	\$50	\$50	\$50
Natatorium	\$40	\$40	\$40	\$40
*Adamson	\$85	\$85	\$85	\$85
3. Family Season Pass				
Hallaran/Thomas Pass or Natatorium Pass	\$125 / \$125	\$125 / \$125	\$125 / \$125	\$125 / \$125
*Adamson	\$200	\$200	\$200	\$200
4. Individual Season Pass				
Hallaran/Thomas	\$60	\$60	\$60	\$60
*Adamson	\$80	\$80	\$80	\$80
5. Babysitter Season Pass				
Hallaran/Thomas	\$30	\$30	\$30	\$30
*Adamson	\$40	\$40	\$40	\$40
6. Special Day Care Fee @ Adamson Lagoon Per Child	\$2.75	\$2.75	\$2.75	\$2.75
7. Pool Rentals (2 Hour Maximum. Limited weekend availability.)				
Thomas/Hallaran: 25 people or fewer	\$90 / \$100	\$100	\$100	\$100
50 people or fewer	\$100 / \$125	\$125	\$125	\$125
51-76 people	\$125 / \$175	\$175	\$175	\$175
77-102 people	\$150 / \$225	\$225	\$225	\$225
Each hour after initial 2 hours	\$75	\$75	\$75	\$75
Natatorium: 25 people or fewer	\$90	\$90	\$90	\$100
50 people or fewer	\$100	\$100	\$100	\$125
51-76 people	\$125	\$125	\$125	\$175
77-102 people	\$150	\$150	\$150	\$225
Each hour after initial 2 hours	\$75	\$75	\$75	\$75
Adamson: 99 people or fewer	\$275	\$275	\$275	\$275
199 or fewer	\$325	\$325	\$325	\$325

	299 or fewer	\$425	\$425	\$425	\$425
	300+	\$525	\$525	\$525	\$525
	Each hour after initial 2 hours	\$125	\$125	\$125	\$125
8.	Pool Parties Per Person – (2 Hour Maximum.)				
	Theme Party: Southwood and Thomas	\$5.75	\$6.00	\$6.00	\$6.00
	Adamson Lagoon	\$7.50	\$7.75	\$8.00	\$8.00
	General Party: Southwood and Thomas	\$4.75	\$5.00	\$5.00	\$5.00
	Adamson Lagoon	\$6.50	\$6.75	\$7.00	\$7.00
	Catered Theme Party: Southwood and Thomas	\$7.00	\$7.25	\$7.25	\$7.25
	Adamson Lagoon	\$9.25	\$9.50	\$9.50	\$9.50
	General Catered Party: Southwood and Thomas	\$6.25	\$6.50	\$6.50	\$6.50
	Adamson Lagoon	\$8.50	\$8.75	\$8.75	\$8.75
	Pavilion Party (Four-table limit): First table	\$15	\$15	\$15	\$20
	Additional tables (Max of 3)	\$5	\$5	\$5	\$10
9.	Junior Lifeguard Program Per Person Per Session	\$65	\$70	\$70	\$75
10.	Junior Lifeguard Level 2 Guard 2-B Per Person, Per Session	\$65	\$70	\$70	\$25 + Cert. Fees
11.	Lifeguard for a Day, Per Person for 1.0 Hour 1.5 Hour			\$2	No Cost
12.	Other Pool Fees				
	Texas SuperGuard Competition Per Person	\$20	\$20	\$20	\$20
	Swim Diaper Fee Per Diaper	\$1	\$1	\$1	\$1
	Tube Rental Fee	\$1	\$1	\$1	\$1
	Deposit	\$2	\$2	\$2	\$2
	Locker Rental Fee	\$1	\$1	\$1	\$1
	Deposit	\$2	\$2	\$2	\$2
	Duck Derby (Sponsor a duck July 4th) Per Person	\$3	\$2	\$2	\$2
	Itzy Bitzy Tiny Cutie Bathing Beauty & Handsome Boy Contest on July 4th, Per Person	\$3	\$3	\$3	\$3
	“Schools Out Blow Out” at Adamson Lagoon	\$200	\$200	\$200	\$200
	Pool Trout Fish-out Per Person (Ages 3 and up)	\$2.50	\$3	\$3	\$3
	Over the 5-fish limit (Per fish)	\$1.50	\$1.50	\$1.50	\$1.50
13.	Educational Class Rental Per Hour (1 Hour/Non Exclusive)	\$25	\$25	\$25	\$25
14.	Adamson Lagoon Summer Day Camp Use, Per Child	NA	NA	\$2	\$2
15.	Natatorium Team Use Fee, Per Person Per Season	NA	NA	\$10	\$10

TEEN CENTER (THE EXIT)

~ All rental rates are based on a party of 1-25 people. Additional fees are added per hour for over 25 attendees. Any rental expecting more than 100 attendees must have prior Supervisor approval.
~ Deposits are refundable if the facility is left clean and damage-free.
~ Fees are assessed for special events and field trips.

1.	Annual Membership Pass	\$10	\$10	\$20	\$20
2.	Non-Member Fee Per Day	\$1	\$1	\$2	\$2
3.	Meeting Room Rental, Per Hour	\$15	\$15	\$15	\$15
	Deposit	\$50	\$50	\$50	\$50
4.	Dance/Game Room Rental. Per Hour	\$25	\$25	\$25	\$25
	Deposit	\$50	\$50	\$50	\$50
5.	Whole Facility Rental Per Hour (Excludes Computer Lab)	\$50	\$50	\$50	\$50
	Deposit	\$75	\$75	\$75	\$75
6.	Additional Attendance Fee Per Hour				\$10
	26–50 Attendees Remove Line	\$10	\$10	\$10	\$10
	51–100 Attendees Remove Line	\$15	\$15	\$15	\$15
	100–200 Attendees Remove Line	\$20	\$20	\$20	\$20

VENDOR PERMITS				
1. Standard Vendor Permit	\$50	\$50	\$50	\$50

WOLF PEN CREEK AMPHITHEATER					
~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.					
~ A percentage of the gate will be negotiated for commercial events.					
~ Non Commercial defined as: Non profit, student, civic or private.					
~ Security deposits are based upon participants/attendees.					
1. Amphitheater Rentals Per Day:				Mon - Thur	Fri – Sun
Private Rental	\$200 / \$250	\$200 / \$250	\$250	\$300	/ \$400
Non Commercial ~ Benefit Rental	\$425 / \$525	\$425 / \$525	\$600	\$600	/ \$700
Professional/Commercial Rentals	\$800 / \$900	\$800 / \$900	\$1,000	\$1,000	/ \$1,100
2. Green Room Meetings Four Hours or Less					
Non Commercial				\$75	/ \$100
Commercial				\$100	/ \$150
3. Green Room Meetings Up to Twelve Hours					
Non Commercial				\$200	/ \$250
Commercial				\$250	/ \$300
4. Green Room Social Events ~ Four Hours or Less					
Non Commercial				\$100	/ \$125
Commercial				\$125	/ \$175
5. Green Room Social Events ~ Up to Twelve Hours					
Non Commercial				\$250	/ \$300
Commercial				\$300	/ \$350
6. Deposit for all Amphitheater or Green Room Rentals				Varies - \$100 - \$600	
7. The Plaza at Wolf Pen Creek					
Rental (Includes Pavilion and Restrooms)				\$100	/ \$150
Deposit (Security, Damage, Clean-up				\$100	
8. Other Non-typical Events				Rate based on event	
9. Discounts for Three or More Dates Reserved				15%	
10. Alcohol Surcharge for any Function				\$50	

XTRA EDUCATION CLASSES	
~ All Xtra Education class fees will be set according to the individual needs of each class.	

**Fees approved by Parks and Recreation Advisory Board ~
Fees approved by City Council ~**

November 19, 2007
Consent Agenda Item 2G
Interlocal Agreement with City of Arlington

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

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

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

Summary: This agreement would authorize the City of College Station and City of Arlington Purchasing Managers to jointly prepare bids and proposals for the purchase of goods and services. It would also allow us to piggyback on each others bids and contracts when in our best interest.

At this time, City of Arlington is specifically interested in exploring opportunities to piggyback on our streaming video contract with Granicus.

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

Attachments: Interlocal Agreement with City of Arlington

November 19, 2007
Consent Agenda Item 2H
The 12th Man Foundation Banner Agreement

To: Glenn Brown, City Manager

From: David Massey, Director of College Station Utilities Electric Department

Agenda Caption: Presentation, possible action, and discussion regarding an agreement with The 12th Man Foundation for placement of banners on street light poles.

Recommendation(s): Staff recommends approval of the three-year agreement with The 12th Man Foundation for placement of banners of street light poles.

Summary: This agreement would allow banners to be hung on street light poles within City of College Station along streets that border Texas A&M University Campus according to provisions detailed in the agreement. The 12th Man Foundation has had an agreement with the City of College Station to hang banners on City-owned and TAMU-owned street light poles since January 1, 1999. The banner agreement has been reviewed and extended every three year since the original agreement in 1999. This resolution stated that the agreement was for a maximum period of three years and would be reviewed for renewal at the end of the time period. The 12th Man Foundation has requested a new agreement with the City to extend the banner program for another three years. The new agreement will be for a period of three years commencing January 1, 2008 and ending December 31, 2010.

Budget & Financial Summary: Not Applicable

Attachments:

1. Resolution
2. Banner Agreement 2008

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE DISPLAY OF SIGNS IN RECOGNITION OF THE 12TH MAN FOUNDATION.

WHEREAS, the 12th Man Foundation proposes to erect and display signs along major thoroughfares within the City of College Station; and

WHEREAS, the 12th Man Foundation creates a positive community spirit; and

WHEREAS, Section 7.4.E of the City of College Station Unified Development Ordinance (UDO) exempts signs from UDO regulation where there has been a resolution of the City of College Station City Council that finds that the display of the signs (a) promote a positive image for the City of College Station for the attraction of business or tourism; (b) depict an accomplishment of an individual or group; and (c) create a positive community spirit; now, therefore,

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

PART 1: That the City Council hereby finds that the display of 12th Man Foundation signs creates a positive community spirit.

PART 2: That the City Council hereby delegates City staff to approve the location of the signs.

PART 3: That the City Council hereby allows the 12th Man Foundation signs to be displayed until December 31, 2010.

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

ADOPTED this _____ day of _____, A.D. 2007.

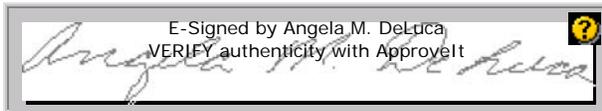
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

**AN AGREEMENT BETWEEN THE CITY OF COLLEGE STATION
AND THE 12TH MAN FOUNDATION**

**To Allow The 12th Man Foundation To Erect
Banners On Light Poles In The Rights-Of-Way.**

This agreement is entered into this _____ day of _____, 200__, by and between the **City of College Station**, a Texas home rule municipal corporation, and the **12th Man Foundation**, a non-profit corporation.

WHEREAS, the City Council has approved Resolution No. _____ permitting the 12th Man Banners as acceptable off-premise signs.

NOW, THEREFORE, the 12th Man Foundation is authorized to install street banners on light poles located in the rights-of-way located between Texas Avenue and Wellborn Road along both George Bush Drive and University Drive and along Wellborn Road between George Bush Drive and University Drive subject to the following condition:

- (1) Banners shall be installed only on light pole locations approved by the Staff of the City of College Station. The timing and location of the proposed banners shall not conflict with the current and future phases of the 'Color College Station' street banner program.
- (2) The installation and display of 12th Man banners shall be permitted for a period of no longer than three (3) years, after which the program may be renewed by the City Council.
- (3) The 12th Man Foundation shall retain full responsibility for the maintenance of the banners as well as the hardware and other supporting equipment. The 12th Man Foundation shall be responsible for determining the structural adequacy of the poles due to the increased loads from the banners.
- (4) The banners shall not be placed so as to create a traffic hazard whether due to mounting height or possible color identification problems relative to traffic signal light recognition. Banners should not overhang the curb and should be mounted above the minimum vehicle clearance height of 14'- 0".

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Contract No. 07-297

CRC 7/24/01

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It is further agreed that the 12th Man Foundation (separately and collectively the "Indemnatee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the 12th Man Foundation under this Agreement, including the installation, inspection and maintenance of the banners, their associated hardware, and any other supporting equipment. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the 12th Man Foundation, or any third party.

The 12th Man Foundation assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the 12th Man Foundation's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

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

Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

CITY OF COLLEGE STATION

Attn: David Massey,
Asst. Public Utility Dir.
Post Office Box 9960
1101 Texas Avenue
College Station, Texas 77842-9960

12TH MAN FOUNDATION

Attn: W. Miles Marks
President
P.O. Drawer L-1
College Station, TX 77844-9101

Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements,

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Contract No. 07-297
CRC 7/24/01

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arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

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

Litigation Costs. In the event of litigation concerning the subject matter of this Agreement, the prevailing party shall be entitled to reimbursement for all of its attorney's fees, court costs, and other litigation costs.

Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

Authority to do business. The 12th Man Foundation represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

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

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

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

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

CITY OF COLLEGE STATION

12TH MAN FOUNDATION

BY: _____
Mayor

BY: W. Miles Marks
W. MILES MARKS, President

Date: _____

Date: 9.24.07

ATTEST:

City Secretary

APPROVED:

City Attorney

Date

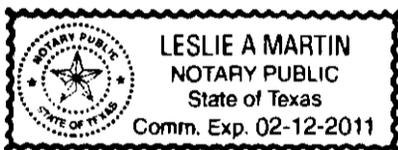
Chief Financial Officer

Date

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 24th day of September, 2007, by **W. Miles Marks** in his capacity as President of **The 12th Man Foundation**, a Texas non-profit corporation, on behalf of said corporation.



Leslie A. Martin
Notary Public in and for the State of Texas

STATE OF TEXAS §
 § **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2007, by _____, in his capacity as Mayor of the **City of College Station**, a Texas home-rule municipal corporation, on its behalf.

Notary Public in and for the State of Texas

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Contract No. 07-297

CRC 7/24/01

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November 19, 2007
Consent Agenda Item 21
Twin Oaks Landfill Wetlands Mitigation Property Acquisition

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding action approving a real estate option contract with Mervin Peters to purchase conservation and access easements on approximately 59.4 acres of land, at an option cost of \$5,940.00. The total purchase price for the easements will be \$311,860.00. This property acquisition is necessary to meet federal agency mitigation requirements for wetlands at the new landfill site on State Highway 30.

Recommendation(s): Staff recommends approval of the real estate option contract.

Summary: The new landfill site will be constructed south of SH 30 and Alum Creek in Grimes County, Texas. Because this site contains wetlands that will be disturbed during construction, BVSWMA is required by the U.S. Army Corps of Engineers to obtain approval of a compensatory mitigation plan under a Clean Water Act, Section 404 Individual Permit. The plan consists of the acquisition of a conservation easement and mitigation activities on the site such as vegetative and hydrologic improvements and maintenance. An access easement is necessary to ensure that the equipment needed to perform the improvements can be delivered to the site. Easement design and construction improvements are budgeted at an estimated \$331,000.00 for the project.

Staff has negotiated with the U.S. Army Corps of Engineers in order to set the requirements that would allow the proposed compensatory mitigation plan to be approved. Upon formal approval of the mitigation plan, the option for the conservation easement will be exercised at a purchase price of \$5,250 per acre, for a total of \$311,850.00. The access easement will be purchased for \$10.00.

The subject mitigation property is located in northeastern Brazos County along Wixon Creek, approximately 15 miles from the new landfill site. The BVSWMA Policy Advisory Board approved the purchase of the conservation and access easements on November 12, 2007.

Budget & Financial Summary: Funding for this property acquisition is available in the BVSWMA Capital Improvements Fund. As BVSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this project.

Attachments:

1. Real Estate Option Contract
2. Mitigation Property Location Map

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between MERVIN DANSBY PETERS (“SELLER”), the CITIES OF BRYAN AND COLLEGE STATION, TEXAS, both Texas Home Rule Municipal Corporations, situated in Brazos County, Texas (collectively “BUYER”), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey a Conservation Easement, and BUYER agrees to purchase and pay for 59.4 acres of land, more or less, for use as a Conservation Easement more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes (“CONSERVATION EASEMENT”), together with all and singular the rights and appurtenances pertaining to the CONSERVATION EASEMENT, including the right to retain and maintain the CONSERVATION EASEMENT in a vegetative and hydrologic condition and to perform any and all activities relating to fulfilling requirements as set forth in the “Compensatory Mitigation Plan for Proposed Solid Waste Landfill, State Highway 30 Site” and as further set forth in the Department of the Army Section 404/Section 10 Permit Number 2001-00239 and in the proposed Conservation Easement document which is attached hereto as Exhibit “B” and made a part hereof for all purposes (all of such real property, rights, and appurtenances being herein referred to as the “CONSERVATION EASEMENT”), for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.2 SELLER agrees to sell and convey an Access Easement and BUYER agrees to purchase and pay for an Access Easement for access to the CONSERVATION EASEMENT for the purposes recited herein and in the proposed instrument attached hereto as Exhibit “B” and made a part hereof for all purposes (“ACCESS EASEMENT”) together with all and singular the rights and appurtenances pertaining to the ACCESS EASEMENT.

1.3 The CONSERVATION EASEMENT and the ACCESS EASEMENT may collectively be referred to as the “EASEMENTS” herein. This Contract by BUYER to purchase the EASEMENTS is subject to approval by the City Council of the City of Bryan, Texas, and subject to approval of the City Council of the City of College Station, Texas; such approvals indicated by signature of BUYERs’ representatives to this CONTRACT OF SALE.

1.4 BUYER has requested a Commitment for Title Insurance (the “Title Commitment”) to insure title to the BUYER for BUYER’s review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER

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shall have a period of fifteen (15) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred to in Schedule B as exceptions within which to notify SELLER of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.5 (a) BUYER, at their expense, will provide a survey of the EASEMENTS, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The surveys will reflect any encroachments onto or by the EASEMENTS onto adjoining properties. BUYER shall have a period of fifteen (15) business days (the "Survey Review Period") after receipt of a survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

(b) The survey drawings shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes descriptions, as prepared by the surveyor, shall be substituted for the descriptions attached to this Contract as Exhibit A and shall be used in the Conservation Easement and the Access Easement.

1.6 BUYER may at its cost order a Level 1 Environmental Site Assessment. BUYER shall have a period of fifteen (15) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the EASEMENTS. BUYER at its option may elect to provide SELLER with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLER with an opportunity to cure or if SELLER fails to cure once BUYER provides that opportunity, this Contract shall be terminated and neither party will have any further liability.

1.7 The parties agree that general real estate taxes on the EASEMENTS for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing

date and shall be adjusted in cash at the closing. SELLER alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.8 The sale of the EASEMENTS shall be made by a Conservation Easement and by an Access Easement from SELLER to BUYER in the forms prepared by BUYER attached hereto as Exhibit "B".

ARTICLE II PURCHASE PRICE

- 2.1 The purchase price for said CONSERVATION EASEMENT is estimated to be the sum of three hundred eleven thousand eight hundred fifty dollars and no cents (\$311,850.00) based upon an agreed upon price of \$5,250 per acre. Once a final survey is complete, the purchase price shall be adjusted based upon the actual acreage and the agreed upon cost per acre. If the total purchase price as amended is changed by more than 10% from the estimated cost, then either party may terminate this contract by notifying the other. If terminated, BUYER shall receive its earnest money, and neither party shall have any further obligation to the other. The purchase price shall be payable in full at closing.
- 2.2 The purchase price for the ACCESS EASEMENT shall be as recited therein.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform SELLER's obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the EASEMENTS, either as lessees, tenants at sufferance, trespassers, or other persons in possession other than that one certain agriculture grazing lease with Jason and Glenwood Wendler which shall expire May 31, 2008 and which shall not be renewed so as to include property that comprises the CONSERVATION EASEMENT by SELLER at any time. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the EASEMENTS, or any significant adverse fact or condition relating to the EASEMENTS, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the EASEMENTS.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the EASEMENTS or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the EASEMENTS do not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The EASEMENTS have not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the EASEMENT or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(h) SELLER has no knowledge that the EASEMENTS contains any environmental hazard.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the EASEMENTS, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the EASEMENTS, or any part thereof, or for which BUYER will be responsible.

(k) There are no validly existing oil or gas leases on the EASEMENTS and SELLER will provide satisfactory proof to BUYER of same within fifteen 15 days of this Contract.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the EASEMENT from SELLER as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

ARTICLE V
CLOSING

5.1 The closing shall be held at Brazos County Abstract, within three hundred sixty five (365) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date"). The City Attorney is authorized to extend the time for closing.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Conservation Easement and Access Easement prepared by BUYER conveying good and marketable title in the EASEMENTS, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article V of this Contract.

(b) Deliver possession of the EASEMENTS to BUYER.

(c) Deliver to BUYER, at BUYER's expense, Title Policy insuring indefeasible title issued by Brazos County Abstract, in BUYER's favor in the full amount of the purchase price, insuring BUYER's interest in the EASEMENTS subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay one-half (1/2) of the escrow fees.

(e) Pay any and all required property taxes and prorated taxes for the year 2007 and 2008.

(f) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.

- (g) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.
- (h) Pay the costs to record all documents to cure title objections agreed to be cured by SELLER.
- (i) Pay the certificates or reports of ad valorem taxes.
- (j) Pay the SELLER's expenses and attorney fees.

5.3 Upon such performance by SELLER at closing, BUYER shall:

- (a) Pay the balance of the purchase price.
- (b) Pay one-half (1/2) of the escrow fees.
- (c) Prepare, at its cost, the CONSERVATION EASEMENT and the ACCESS EASEMENT documents.
- (d) Pay the title insurance.
- (e) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.
- (f) Pay the BUYER's expenses or attorney fees.
- (g) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (h) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI OPTION TO BUY

6.1 BUYER has paid SELLER the sum of FIVE THOUSAND NINE HUNDRED FORTY DOLLARS (\$5,940.00) as an option fee, the receipt and sufficiency of which is hereby acknowledged by SELLER for the exclusive right and option to purchase the CONSERVATION EASEMENT as set forth in this Contract. The option period shall be 365 days from the date of this Contract or until BUYER receives approval that the CONSERVATION EASEMENT meets the Army Corps of Engineer's criteria for BUYERS' mitigation plan for its landfill, whichever occurs last.

6.2 In the event BUYER gives notice that it will not exercise its option to buy, this Contract shall terminate and the option fee recited above shall be retained by SELLER.

6.3 In the event BUYER exercises its option to buy the CONSERVATION EASEMENT as provided for herein, the option fee shall be credited towards the purchase price of the CONSERVATION EASEMENT.

ARTICLE VII BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of SELLER's obligations under this Contract or fails to consummate the sale of the EASEMENT for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement;
- (b) Bring suit for damages against SELLER; and/or
- (c) Terminate this Contract and be reimbursed all monies given to SELLER.

ARTICLE VIII BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the EASEMENT (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent via certified first class United States mail, return receipt requested, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered at the addresses set forth below:

SELLER: Mervin Dansby Peters
810 Lee Hollow Drive
Bryan, Tx 77802

BUYER: City of College Station
Legal Department
1101 Texas Avenue
College Station, Texas 77840

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract, it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the _____ day of _____, 2007.

List of Exhibits:

- “A” Property map of the Easements
- “B” Proposed Conservation and Access Easements

SELLER:


MERVIN DANSBY PETERS
Date: OCT. 4, 2007

BUYER:

CITY OF BRYAN

BY: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Attorney
Date: _____

CITY OF COLLEGE STATION

BY: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Chief Financial Officer
Date: _____

Bozell

City Attorney
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 4th day of October, 2007, by MERVIN DANSBY PETERS.



Mark Edwin McAlliff

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2007,
by _____, as Mayor of the CITY OF BRYAN, a Texas Home Rule Municipal
Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2007,
by _____, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule
Municipal Corporation, on behalf of said municipality.

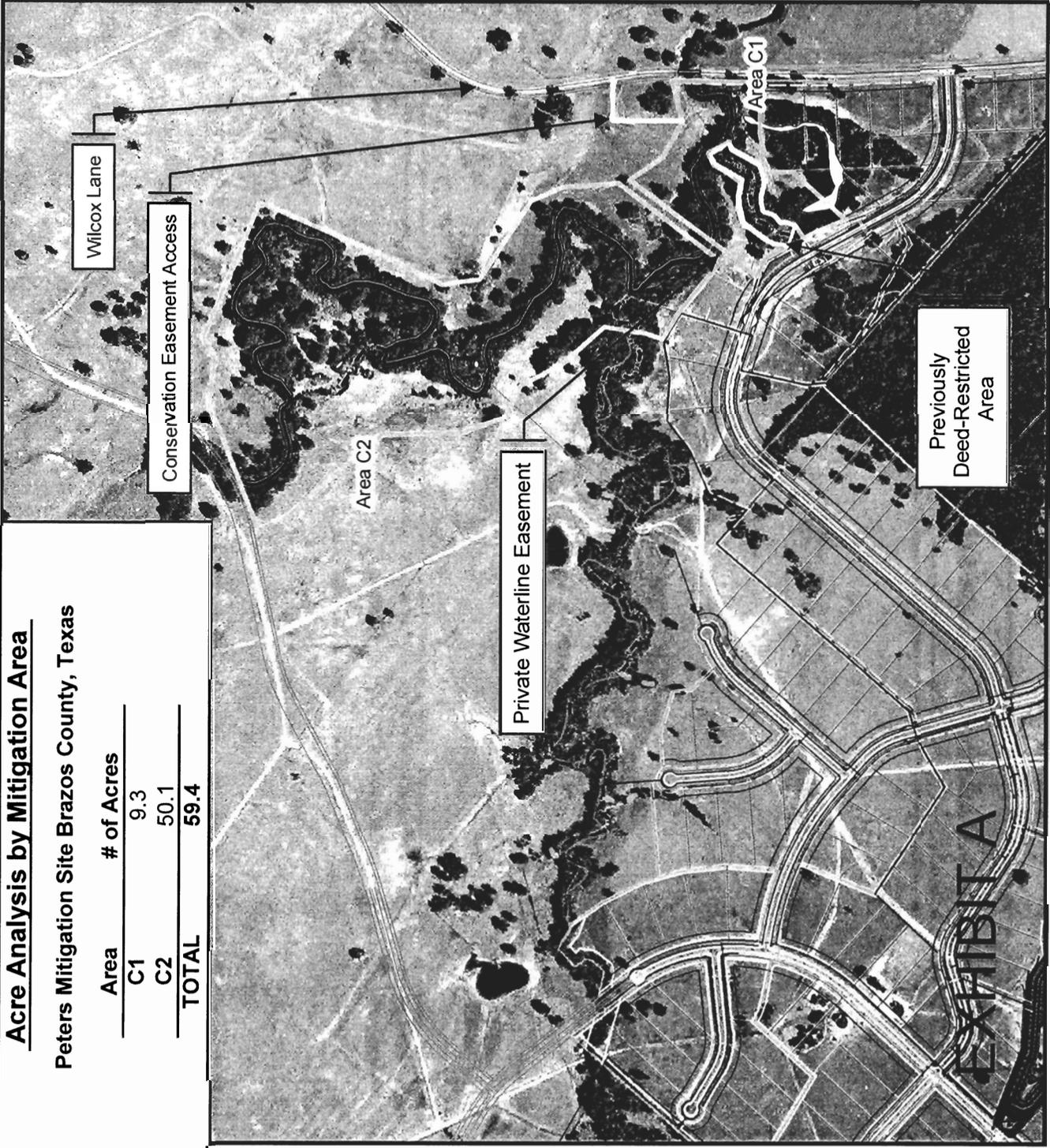
NOTARY PUBLIC in and for
the STATE OF TEXAS

BWSWMA - SH 30 Landfill - Mitigation Areas Proposed Conservation Easement

Acre Analysis by Mitigation Area

Peters Mitigation Site Brazos County, Texas

Area	# of Acres
C1	9.3
C2	50.1
TOTAL	59.4



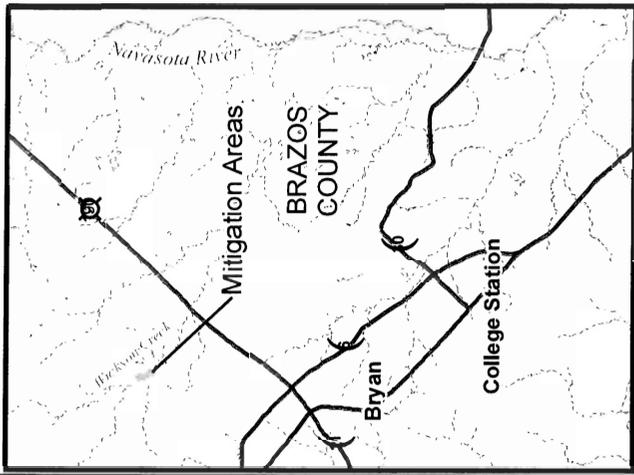
Legend

Waters of the U.S.

-  Perennial Stream
-  Intermittent Stream
-  Ephemeral Stream
-  Wetland

Features Not Waters of the U.S.

-  Floodplain
-  Proposed CE
-  Deed Restricted Area



BWSWMA

HDR

BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY

September 2007

Figure 1

“EXHIBIT B-1”

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

CONSERVATION EASEMENT

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

This grant of conservation easement hereinafter referred to as “Easement” on that portion of property more particularly described and shown on the attached Exhibit “A” which is incorporated herein by reference and hereinafter referred to as the “Property,” is made on this _____ day of _____, 2007, by **MERVIN DANSBY PETERS** hereinafter sometimes referred to as “Grantor”, **THE CITY OF BRYAN**, a Texas home rule municipality, and **THE CITY OF COLLEGE STATION**, a Texas home rule municipality, hereinafter collectively sometimes referred to as “Grantee.”

RECITALS:

- A. Grantor warrants that it owns the Property in fee simple and that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Property which have not been expressly subordinated to this Easement. Grantor further warrants that Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Easement.
- B. Grantee is qualified to hold a conservation easement because it is a governmental body empowered to hold an interest in real property under the laws of this state of Texas or of the United States.
- C. The current characteristics of the Property and the continuation of one or more currently existing uses of the Property resulting in the protection of certain conservation values conveyed to Grantee pursuant to this Easement are set forth in the “Compensatory Mitigation Plan for Proposed Solid Waste Landfill, State Highway 30 Site” and subject to the conditions of the Department of the Army Section 404/Section 10 Permit Number 2001-00239, dated _____, herein collectively referred to as the Permit” and any revisions related thereto all of which are attached as Exhibit “B” and incorporated herein by reference.

GRANT

For and in consideration of One dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby and by these presents GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, an Easement over, along, upon, under, through and across the Property including all rights of ingress and egress as may be necessary and incident to the uses of the Easement as set forth herein. Grantee shall have the right to use the Easement and said ingress and egress for any and all lawful purposes consistent with the criteria set forth in the Permit, with the Texas Natural Resource Code, Chapter 183 and with the terms of this instrument.

PROVISIONS

This Easement is subject to the following terms and conditions:

1. Purpose of Easement. This conveyance is created pursuant to the Texas Natural Resource Code Chapter 183 et seq. and to the terms and conditions of the Permit. It is the purpose and intent of this Easement to assure that the Property will be retained and maintained forever predominantly in the vegetative and hydrologic condition described in the Permit. Any activities, other than those specified in this Easement which may, now or in the future, be conducted within the Property and which may affect the vegetative and hydrologic condition or any other aspect outlined in the success criteria of the Permit, must be approved in writing by the United States Army Corps of Engineers, Fort Worth District, Regulatory Branch (USACE) and by Grantee prior to initiation.
2. Term. The duration of this Easement is perpetual. Every provision of this Easement that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interest may appear.
3. Existing encumbrances. The Easement is subject to any and all easements of record currently and validly in existence at the time of this conveyance, including any validly existing deed restrictions filed by plat. Grantor represents and warrants that there are no validly existing easements or encumbrances of any kind that would interfere with Grantee's use of the Property as set forth in this Easement. This Easement does not invalidate any interest, whether designated as a conservation or preservation easement or as a covenant, equitable servitude, restriction, easement, or otherwise, that is enforceable under other law of this state.
4. Covenants Running with the Land. This Easement and the restrictions recited herein shall constitute covenants running with the land in perpetuity and shall be binding on all future owners, heirs, successors, administrators, assigns, lessees, or other occupiers and users.
5. Restrictions on use. Except for such specific activities as authorized pursuant to USACE, and the Permit, the following activities are prohibited on the Property subject to this Easement:
 - (a) There shall be no filling, excavation, mining or alteration of the Property that will affect the success criteria outlined in the Compensatory Mitigation Plan unless approved in writing in advance by the USACE, Fort Worth District, and by Grantee.

- (b) There shall be no livestock grazing within the Property, except for exemptions listed in Section 6 below.
 - (c) There shall be no mowing, shredding, clearing, or other vegetation disturbance activities inside the Property.
 - (d) There shall be no motor vehicles operated inside the Property except for those required to perform permitted mitigation efforts (planting, irrigation, etc.) and only when soils are not at or near saturation.
 - (e) There shall be no horseback riding, recreational ATV operation, or biking within the Property.
 - (f) There shall be no development on the Property which alters the natural vegetative and hydrologic conditions of the Property.
 - (g) Grantor shall not allow public access to the Property.
 - (h) There shall be no subdividing the Property by Grantor without the written consent of USACE and Grantee.
6. Exemptions from Restrictions. The following activities are exempted from the above restrictions set out in Section 5 and are specifically provided for in this Easement without prior notification:
- (a) Access by the Grantor and his guests is permitted at all times subject to the restrictions set forth in this instrument.
 - (b) Access is permitted for the Brazos Valley Solid Waste Management Agency (“BVSWMA”) and the Brazos Valley Land Conservancy (or other designated land trust) in relation to mitigation activities such as, but not limited to, the following: tree plantings, wetland creation, stream restoration, erosion control, mitigation monitoring, site inspection, surveying, etc.
 - (c) Hunting, fishing, camping, hiking, and other outdoor activities consistent with the intent of this Easement is permitted for the Grantor and his guests provided these activities do not result in changes to vegetative cover or condition; and provided advance written notice is given to Grantee identifying each day hunting is to occur.
 - (d) Any activities related to wildlife habitat management which do not jeopardize the mitigation success criteria or negatively impact this Easement shall be permitted, pending approval by a certified wildlife biologist or by Texas Parks and Wildlife Department and by Grantee.
 - (e) Grazing may be permitted with written approval of BVSWMA or the designated land trust during 30 consecutive days once a year. In addition, livestock shall not graze within the Property when soils are at or near saturation and until a certified range manager acting on behalf of Grantee determines that grazing will not adversely impact the tree seedlings and enhancement activities.

- (f) BVSWMA or designated land trust, at its sole cost and expense, shall install within 12 months of the effective date of this Easement and maintain into perpetuity a barb wire fence upon the boundary of the Property. The fence shall contain the following or better components: Wire shall be five strands of 12 ½ gauge American barb wire. The third wire shall be installed with electric insulators. Line posts shall be 6 ½ foot long with 3½ - 4 inch tops, made of cedar and spaced twenty feet apart. There shall be a green steel t-post between each pair of cedar line posts. Corner and stretch posts shall be 8 feet long with 6 - 8 inch tops, made of cedar. Upon mutual agreement of both the Grantor and Grantee, another boundary marker may be substituted for the barb wire fence.
7. USACE Right of Access and Entry. The USACE shall have the right to enter and go upon the Property for purposes of inspection, and to take actions including but not limited to scientific or educational observations and studies, and collection of samples.
8. Grantor's Retained Rights. Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its heirs, successors, administrators, and assigns the following reserved rights:
- (a) Existing uses. The right to undertake or continue any activity or use of the Property not prohibited by or inconsistent with this Easement. If a use is not allowed by this Easement or otherwise jeopardizes Grantee's use of the Easement to comply with the terms of the Permit, prior to using or making any change in use of the Property, Grantor shall notify Grantee in advance in writing to allow Grantee a reasonable opportunity to determine whether such use would violate the terms of this Easement. Grantor shall not commence or continue the use without the prior written authorization from Grantee.
- (b) Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Property, provided such conveyance is subject to the terms of this Easement and written notice is provided to Grantee in accordance with this Easement.
- (c) Discretionary Consent. The Grantee's consent for activities otherwise prohibited herein, or for any activities requiring Grantee's consent or consent from USACE, may be given under the following circumstances. If, owing to unforeseen or changed circumstances, any of the activities prohibited above are deemed desirable by both the Grantor and the Grantee, the Grantee may, with USACE approval, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the Grantee's consent, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purpose of this Easement. The Grantee may give its permission only if it determines, with USACE concurrence, that such activities (i) do not violate the purpose of the Easement; and (ii) either enhance or do not impair any significant conservation interests associated with the Property. Any consent shall be given in writing.
- (d) Invitees. All rights accruing from Grantor's ownership of the Property, including, but not limited to, the right to engage in or permit or invite others to engage in, all uses of the Property that are not expressly prohibited in this Easement and are consistent with the purpose of this Easement.
- (e) Water line. Grantor shall retain a private water line easement that will be located generally within the area depicted on Exhibit "A" provided such use does not in any way violate the purpose of this Easement or otherwise impair the conservation interests associated with the Property.

9. Enforcement. This Conservation Easement may be enforced by the Grantee or the USACE, or its successor agencies, in an action at law or equity against any person(s) or other entity/entities violating or attempting to violate this Conservation Easement. Any forbearance on the part of the USACE or Grantee to exercise their respective rights in the event of a violation shall not be deemed or construed to be a waiver of any other rights hereunder in the event of a subsequent failure of the Grantor to comply. In the event of a breach of the Conservation Easement by the Grantor, Grantee, or another party, or any party working for or under the direction of the Grantor or Grantee, the USACE and Grantee must be notified immediately. If the USACE becomes aware of a breach of the restrictions, the USACE will notify the Grantor and Grantee of the breach. The parties shall have thirty (30) days after receipt of such notice to undertake actions that are reasonably calculated to swiftly correct the conditions constituting the breach. If the conditions constituting the breach are corrected in a timely and reasonable manner, no further action is warranted or authorized. If the violating party fails to initiate such corrective action within thirty (30) days or fails to complete the necessary corrective action, the USACE or Grantee may undertake such actions, including legal proceedings, as are necessary to effect such corrective action.

If the Grantee discovers violations of the provisions of this Easement caused by (i) acts of God; (ii) circumstances beyond the reasonable control of the Grantor; or (iii) the acts of third parties unless such acts were committed at the request of the Grantor or Grantor negligently, knowingly or intentionally allowed such parties to commit such acts, Grantee shall restore the Property to a condition consistent with the purpose of this Easement

10. Transfer of Easement It is understood that this Easement and any obligations under this Easement shall not be assigned by Grantee, except to another organization qualified to hold such interest under the applicable state and federal laws. The USACE shall be notified in writing of any intention to reassign this Easement to a new Grantee.

Any time the Property, or any interest therein, is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing prior to the transfer of the Property, and the document of conveyance shall be made subject to and shall expressly refer to this Easement.

NOTICES

Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee, respectively, at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: Mervin Dansby Peters
810 Lee Hollow Drive
Bryan, Texas 77802

To Grantee: Director of Public Works
City of College Station
1101 Texas Avenue
College Station, TX 77840

SEVERABILITY

If one or more of the provisions of this Easement are held to be invalid, illegal or unenforceable in any respect, it will not affect or impair any other provision, provisions or this Easement as a whole, and such Easement will be construed as if such invalid, illegal or unenforceable provision had never existed.

WARRANTY

Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement to Grantee and Grantee's legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement, on the date written hereon. By its execution and acceptance of this Easement, Grantor and Grantee accept the third-party rights of enforcement herein.

GRANTOR:

Printed Name: _____

Date: _____

ACCEPTED BY GRANTEES:

CITY OF BRYAN

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF COLLEGE STATION

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____,
2007, by _____.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

**“EXHIBIT B-2”
ACCESS EASEMENT**

DATE: _____

GRANTOR: MERVIN DANSBY PETERS

GRANTOR'S MAILING ADDRESS: 810 Lee Hollow Drive
Brazos County
Bryan, Texas 77840

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars (\$10.00) and other good
and valuable consideration.

PROPERTY: see Exhibit “A” attached hereto and made a part hereof

ESTATE GRANTED:

1. GRANTOR grants to GRANTEE an access easement across its property to use for access to the Conservation Easement attached as Exhibit “B” and made a part hereof also granted by GRANTOR in favor of GRANTEE as may be necessary or desired by GRANTEE to comply with the requirements and rights set forth in said Conservation Easement.
2. GRANTOR does hereby grant, bargain, sell and convey unto GRANTEE, its successors and assigns, an access easement in and to the above-described parcel of land.

RESERVATIONS AND RESTRICTIONS:

1. This conveyance is only for the right, privilege and easement for the afore-said purposes. GRANTOR and its successors and assigns shall have the right to use and to grant to others the right to use the access easement

O:\Projects\BVS\WMA - Grimes County Landfill\Land Acquisition\Tract 30 - Mervin Peters\Final\Ex B-2 Access easement.doc9/25/200711:04:57 AM

area for any purpose which will not unreasonably interfere with the safe and reasonable use to be made by GRANTEE therein.

2. GRANTEE covenants and agrees to interfere as little as possible with the normal flow of vehicular and pedestrian traffic over and upon any existing roadways or pathways located within the access easement, and to restore the surface of any such roadway or pathway by regrading and reseeding whenever and wherever disturbed by GRANTEE, to as good a condition as existed at the time of such disturbance.
3. It is further understood and agreed that the access easement shall be in effect as long as the Conservation Easement referenced above.
4. It is expressly understood that the GRANTOR or future Owner of this property reserves the right to use the access easement for all purposes which do not interfere with or prevent its use by the GRANTEE.
5. GRANTOR warrants that the right of GRANTEE shall be superior to those of all persons claiming under or through GRANTOR but not otherwise.

GRANTOR:

MERVYN DANSBY PETERS

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2007, by _____.

Notary Public in and for
the State of Texas

Wetlands Mitigation
Conservation Easement

BVSWMA WETLANDS MITIGATION - SUBJECT PROPERTY LOCATION

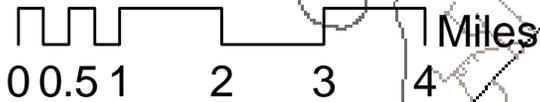
WILCOX LANE

STATE HIGHWAY 21

Bryan

STATE HIGHWAY 6

College Station



November 19, 2007
Consent Agenda Item 2J
Stop Loss Insurance

To: Glenn Brown, City Manager

From: Julie O'Connell, Director of Human Resources

Agenda Caption: Presentation, possible action, and discussion of approval of expenditures of \$298,965 for stop loss insurance with Blue Cross Blue Shield of Texas for our self-funded employee medical plan for 2008.

Recommendation(s): Approve expenditures of \$298,965 with Blue Cross Blue Shield of Texas for stop loss coverage for 2008.

Summary: Stop loss coverage is an insurance policy that protects the City from specific large claims and/or from an aggregate amount of overall high claims. Blue Cross Blue Shield of Texas has offered a renewal with an overall premium increase of 5.24%. Staff issued a joint request for proposal with the City of Bryan in October 2007. The City of Bryan will also remain with Blue Cross Blue Shield of Texas for stop loss insurance coverage in 2008. A contract will be brought to Council at a later date for approval.

Budget & Financial Summary: Associated costs are attached. Annual premium is projected to be \$298,965. This is an increase of \$15,664 from the previous year. Funds are budgeted and available in the employee benefits fund.

Attachments:

1. Consultant Recommendation Letter

MEMORANDUM

McGRIFF, SEIBELS & WILLIAMS, INC.
5949 SHERRY LANE, SUITE 1300, DALLAS, TX 75225
PHONE – (469) 232-2100 FAX – (469) 232-2105

Date: November 2, 2008

To: City of College Station

From: Dodd Dorsey, McGriff, Seibels & Williams

Re: Request for Proposal for: Medical Stop-Loss

Recommendation of Stop-Loss Coverage -- Blue Cross Blue Shield

The purpose of this memorandum is to provide the Stop-Loss recommendation for the City of College Station for 2008. The Request for Proposal was issued on October 11th with a due date of October 25th. Blue Cross Blue Shield was the only vendor that supplied a quote. We received seven declination letters from other carriers. The overwhelming response was that they could not be competitive with Blue Cross on rates. These companies were: ING/Relia Star, KMGAmerica, Symetra, Sun Life Financial, Chubb Accident and Health, HCC Life Insurance, and HM Insurance Group.

Blue Cross Blue Shield is the current Stop-Loss carrier and the current medical administrator. The quote from Blue Cross Blue Shield has an overall premium increase of 5.24%. The quote is based on the same contract as current with no limits or exclusions. Please see the spreadsheet below for a breakdown and illustration of premium.

	Current	Renewal	\$ Increase	% Increase
Stop-Loss	Annual	Annual	Annual	PEPM
Specific Premium	\$250,016.64	\$263,175.41	\$13,158.77	5.00%
Aggregate Premium	\$33,285.12	\$35,790.45	\$2,505.33	7.00%
Total	\$283,301.76	\$298,965.86	\$15,664.10	5.24%

<Figures are based on 788 Employees>

We appreciate the opportunity to work with the City of College Station and its employees. Should the City desire further clarification, please feel free to contact me at 469-232-2168.

Dodd Dorsey
Assistant Vice President

November 19, 2007
Consent Agenda Item 2K
Pharmacare Prescription Plan

To: Glenn Brown, City Manager

From: Julie O'Connell, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion of a ratification of \$180,000 for the 2007 expenses for the Pharmacare prescription plan.

Recommendation: Staff recommends approval of the ratification of \$180,000 for the 2007 expenses for the Pharmacare prescription plan.

Summary: The projected expenses for the 2007 plan year on the City's prescription drug plan through Pharmacare were projected to be \$731,000. The actual expenses for 2007 are now projected to be \$911,000, based on our calculations through the end of the year utilizing the past ten months of actual costs. This is a difference of \$180,000. This cost difference is due to some high medical claims necessitating more expensive drugs, and the overall upward trend of prescription costs. The 2008 projections of \$1,068,838 for the Pharmacare prescription plan were approved by the City Council October, 2007.

Budget and Financial Summary: Funds are budgeted and available in the employee benefits fund.

Attachments: None

November 19, 2007
Consent Agenda Item 2L
Interlocal Agreement with The Region IV Education Service Center
(The Cooperative Purchasing Network – TCPN)

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and the Region IV Education Service Center (TCPN) for the purpose of fulfilling the respective public and governmental purposes, needs, objectives and programs in the purchasing of supplies, equipment, and services.

Recommendation(s): Staff recommends approval of the Interlocal Agreement with Region IV Education Service Center (TCPN).

Summary: This agreement would allow us to utilize contracts that have already been competitively bid by TCPN when in our best interest to do so.

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

Attachments:

1. Resolution
2. Interlocal Participation Agreement with Region IV Education Service Center (TCPN)

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, COLLEGE STATION, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE REGION 4 EDUCATION SERVICE CENTER, WHICH SPONSORS THE COOPERATIVE PURCHASING NETWORK (TCPN), PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING THE CITY MANAGER AS THE OFFICIAL REPRESENTATIVE OF THE CITY OF COLLEGE STATION RELATING TO THE PROGRAM.

WHEREAS, the City Council of the City of College Station has been presented a proposed Interlocal Agreement by and between the Region 4 Education Service Center, which sponsors The Cooperative Purchasing Network, and the City of College Station found it to be acceptable and in the best interests of the City of College Station and its citizens, are hereby in all things approved.

WHEREAS, the City of College Station of College Station, Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the described purchasing program sponsored by the Region 4 Education Service Center which is known as The Cooperative Purchasing Network, and in the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, College Station, Texas:

Section I. The Terms and conditions of the agreement having been reviewed by the City Council of the City of College Station and found to be acceptable and in the best interests of the City of College Station and its citizens are hereby in all things approved.

Section II. The City Manager of the City of College Station or his designee under the direction of the City Council of the City of College Station is hereby designated to act for the City of College Station in all matters relating to The Cooperative Purchasing Network including the designation of specific contracts in which the City of College Station desires to participate.

Section III. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 2007.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

INTERLOCAL AGREEMENT

Region 4 Education Service Center

Contracting Parties

City of College Station
College Station, Texas

Brazos County

Region 4 Education Service Center

101 - 950
County-District Number

This agreement is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Member School District or Public Entity:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

Revised 03/06 (QP134-MEM1 Rev. 1)

Authorization:

Region 4 Education Service Center and The Cooperative Purchasing Network (TCPN) executed a contract to provide cooperative purchasing opportunities to school districts and public entities.

Please send a signed Interlocal Agreement to Region 4 ESC, Attn: TCPN, 7145 W. Tidwell, Houston, TX 77092-2096.

City of College Station

Region 4 Education Service Center

By _____
Authorized Signature

By _____
Authorized Signature

Mayor
Title

Deputy Director, Financial Services/CFO
Title

Date

Date

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____



City Attorney
Date: _____

Chief Financial Officer
Date: _____

PROGRAM CONTACTS:

Cheryl K. Turney, C.P.M.
Contact Person

Jason Wickel - Director-TCPN
Contact Person

Asst. Finance Director
Title of Contact

(713)-744-6356
Telephone Number

1101 Texas Avenue
Street Address

jwickel@tcpn.org
E-mail Address

College Station, TX 77808
City, State Zip

(979)764-3557
Contact's Telephone Number

cturney@cstx.gov
E-mail Address

November 19, 2007
Regular Agenda Item 1
Comprehensive Plan Amendment for
1103 Rock Prairie Road

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Single Family – Medium Density to Office for 2.76 acres located at 1103 Rock Prairie Road, generally located between Rio Grande Drive and Westchester Avenue.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of the item at their November 1, 2007, meeting. Staff also recommends approval.

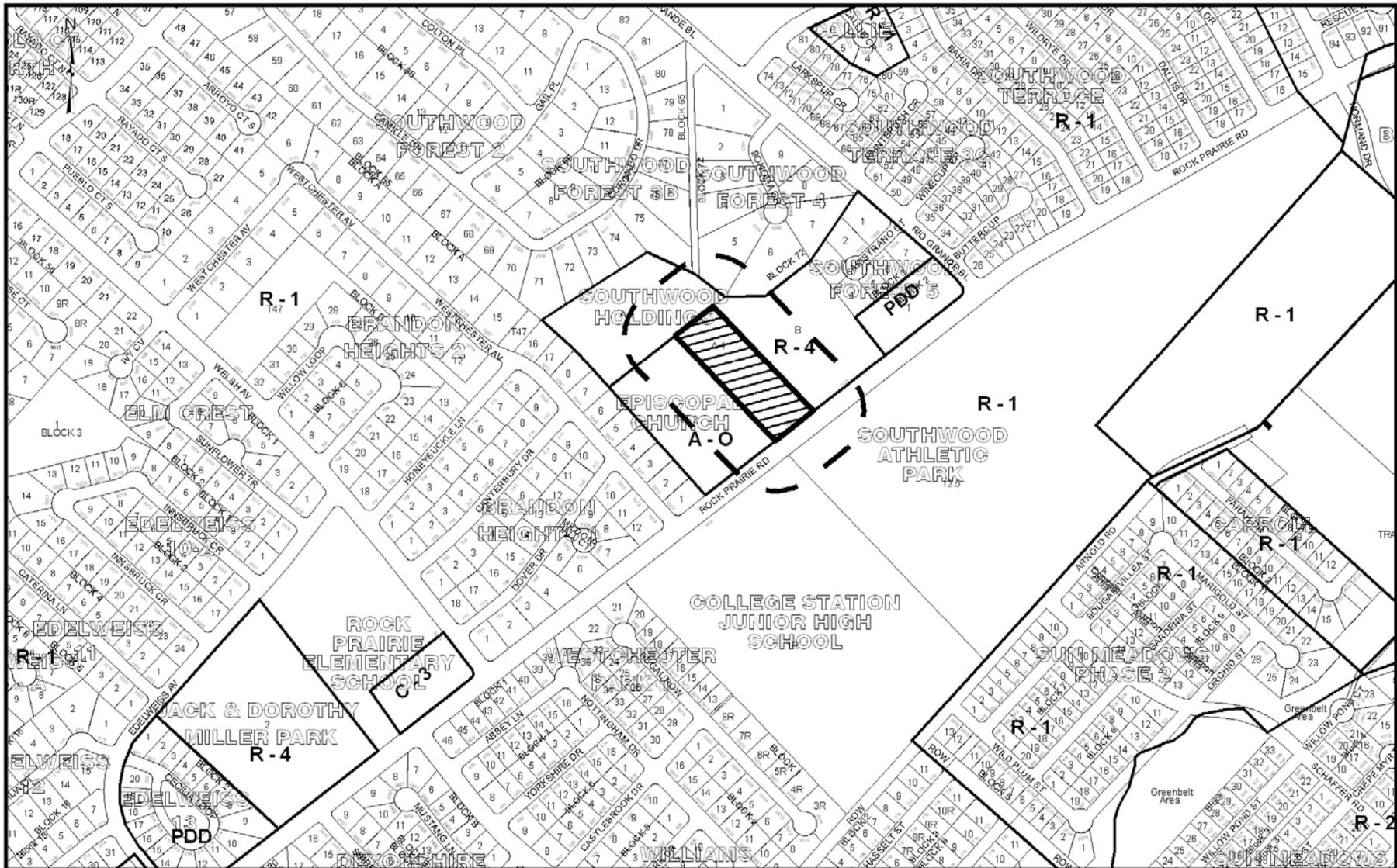
Summary: The subject request was analyzed as follows:

- 1. Changed or changing conditions in the subject area or the City:** The subject property has an existing Land Use Plan designation of Single Family – Medium Density. The property was zoned for multi-family in 1988, which was appropriate for the development of an assisted living facility at the time. The property was subdivided in April 2007 from the 7.5 acre lot in which the assisted living facility was developed. The other adjacent properties are developed as a nursing home to the east and a place of worship to the west.
- 2. Compatibility with the remainder of the Comprehensive Plan:** The proposed Amendment would help achieve the City's objective to promote the use of vacant land where infrastructure and services are readily available. The Office designation would be compatible with the existing surrounding developed uses as it would allow for the development of office or medical uses that are complimentary to them as well as the College Station Medical Center campus and surrounding uses. The subject property has 200' of frontage on Rock Prairie Road, a Major Arterial on the City's Thoroughfare Plan. Access to the property is obtained through an existing access easement and driveway shared with the properties to the east and to the north. This frontage and access environment is not conducive to the development of single family uses.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) & Aerial
2. Draft Planning and Zoning Minutes, November 1, 2007
3. Ordinance



Zoning Districts	R-3	Townhouse	C-3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A-O	R-4	Multi-Family	M-1	Light Industrial	NG-1	Core Northgate
A-OR	R-6	High Density Multi-Family	M-2	Heavy Industrial	NG-2	Transitional Northgate
R-1	R-7	Manufactured Home Park	C-U	College and University	NG-3	Residential Northgate
R-1B	A-P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
R-2	C-1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
	C-2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay

 **DEVELOPMENT REVIEW**

1103 ROCK PRAIRIE

Case: **07-224** **REZONING**



Zoning Districts							
A - O	Agricultural Open	R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - OR	Rural Residential Subdivision	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
R - 1	Single Family Residential	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 2	Duplex Residential	A - P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
		C - 1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		C - 2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay

	DEVELOPMENT REVIEW	1103 ROCK PRAIRIE	Case: 07-224	REZONING
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MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 1, 2007,
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: David Ruesink

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Korthauer and Nicole Menchaca

Regular Agenda

12. Public hearing, presentation, possible action, and discussion on a Comprehensive Land Use Plan Amendment from Single Family-Medium Density to Office for 2.76 acres located at 1103 Rock Prairie Road generally located between Rio Grande Drive and Westchester Avenue. Case #07-00500233 (JS)

This item was presented with the rezoning.

13. Public hearing, presentation, possible action, and discussion on a Rezoning from R-4, Multi-family to A-P, Administrative Professional for 2.76 acres located at 1103 Rock Prairie Road generally located between Rio Grande Drive and Westchester Avenue. Case #07-00500224 (JS)

Jason Schubert, Staff Planner, presented the Comprehensive Land Use Plan Amendment and Rezoning and recommended approval of both.

Commissioner Schroeder asked Staff if screening or buffering would be required.

Jason Schubert stated that neither screening nor buffering would be required because R-4, Multi-family and A-P, Administrative Professional is considered compatible.

Allethaire Price, 3021 Coronado, College Station, Texas, stated that she was pleased with the request.

Donald Orion, 2515 Plumbrook, San Antonio, Texas, representing the applicant, informed the applicant that the plan is to build small office buildings.

Commissioner Davis motioned to approve the Comprehensive Land Use Plan Amendment. Commissioner Dictson seconded the motion, motion passed (6-0).

Commissioner Davis motioned to approve the Rezoning. Commissioner Strong seconded the motion, motion passed (6-0).

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE PLAN LAND USE MAP, FOR THE AREA LOCATED AT 1103 ROCK PRAIRIE ROAD, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the "Comprehensive Plan Land Use Map" as set out in Exhibits "A" and "B", for the identified area and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

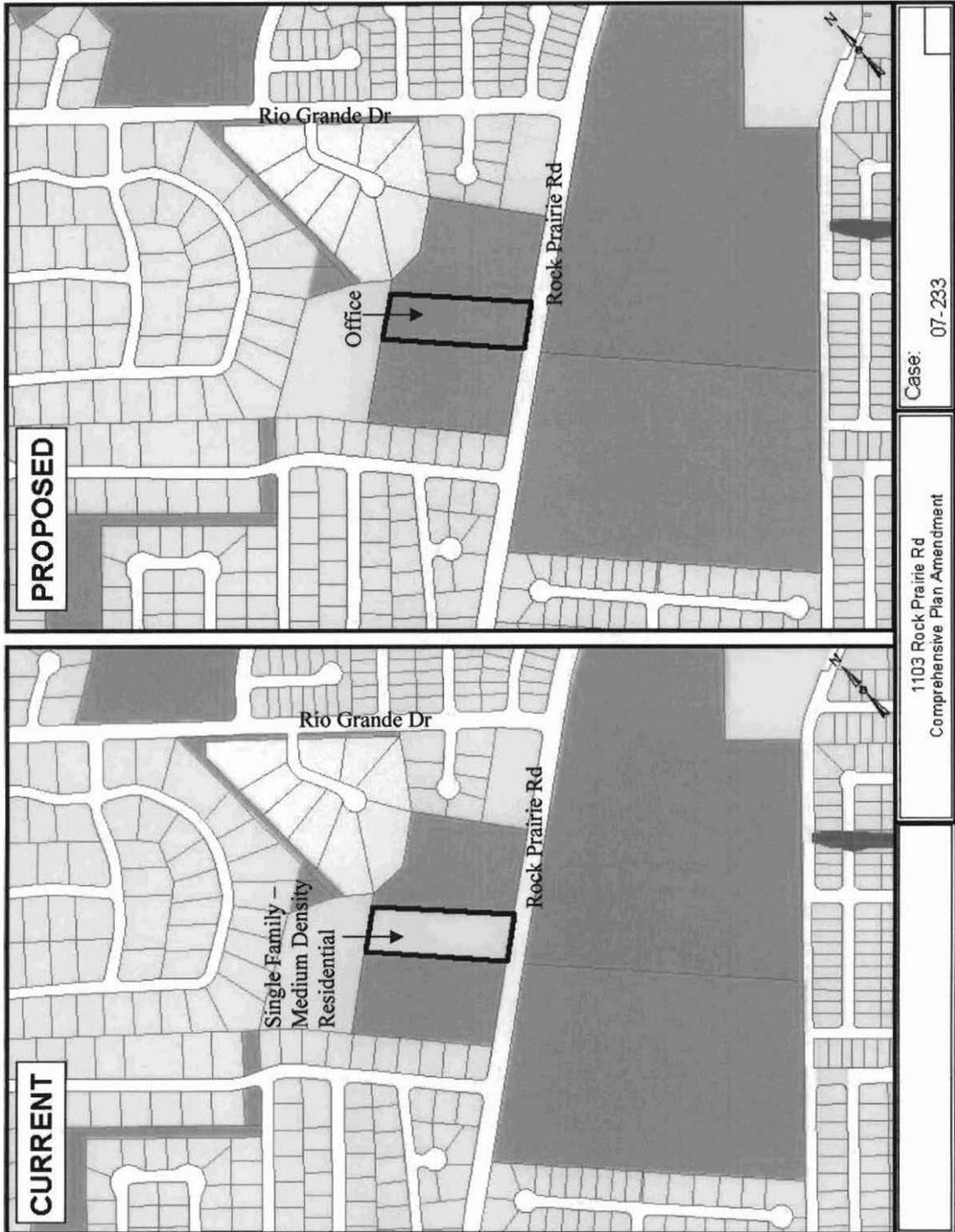
EXHIBIT "A"
AMENDED AREA OF
COLLEGE STATION LAND USE MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 2.76 acres generally located at 1103 Rock Prairie Road and more specifically as Lot A-1, Southwood Holdings Subdivision is amended from Single Family – Medium Density Residential to Office, as shown on the attached Exhibit "B".

ORDINANCE NO. _____

EXHIBIT "B"



November 19, 2007
Regular Agenda Item 2
Rezoning for 1103 Rock Prairie Road

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on the ordinance rezoning 2.76 acres located at 1103 Rock Prairie Road from R-4, Multi-family to A-P, Administrative Professional.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of the item at their November 1, 2007, meeting. Staff also recommends approval.

Summary: The subject request was analyzed as follows:

1. **Consistency with the Comprehensive Plan:** The applicant has proposed a Comprehensive Plan Amendment for the subject property, changing the Land Use Plan designation from Single Family – Medium Density to Office. If approved, that change will allow this rezoning request to be considered. The subject property is vacant and was created in April 2007 when it was subdivided out of a 7.5-acre developed lot. The Comprehensive Plan promotes the use of vacant land where City infrastructure and services are readily available. In addition, compatible infill development is encouraged.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Adjacent to the subject property are R-4, Multi-Family districts to the north and east and an A-O, Agricultural Open zoning district to the west. Each of the adjacent uses are conforming uses, the R-4 lots developed as assisted living/nursing home facilities while the A-O property is developed as a place of worship. The properties to the south of Rock Prairie Road are developed as Southwood Athletic Park and College Station Middle School.

When the public hearing was held for the replat of the property in April 2007, several residents from the nearby Southwood Forest and Brandon Heights subdivisions expressed concerns about the new R-4, multi-family lot. Concerns were mainly focused on issues about density, traffic, and noise related to the potential addition of a multi-family and/or student population in the area. The proposed zoning district is compatible and potentially complimentary to the adjacent care facilities while also likely reducing the concerns of the residents.

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is suitable for the proposed zoning district due in part to its access and visibility from Rock Prairie Road, a Major Arterial on the City's Thoroughfare Plan. In addition, the district could be complimentary to the adjacent uses and others along Rock Prairie Road.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The size of the property and a number of easements including drainage and access easements limit the potential for development. The subject

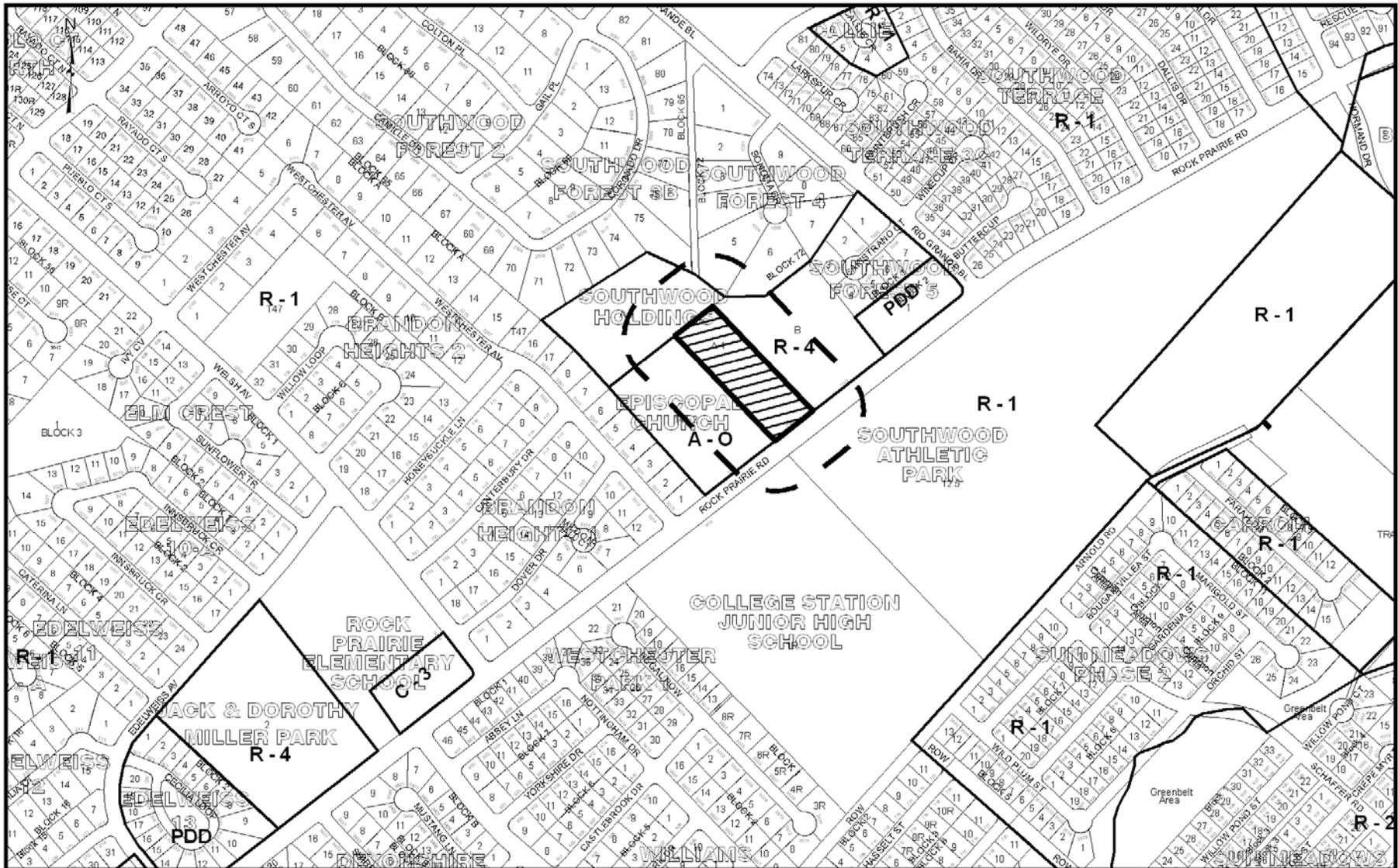
property has access through an existing access easement shared with neighboring care facilities.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The owner has placed subject property for sale and is seeking to enhance the marketability of the property through the proposed change. The proposed zoning will allow office and/or medical uses to be developed that are potentially complimentary to the adjacent uses and to the College Station Medical Center campus and other uses along Rock Prairie Road.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing water and sanitary sewer lines located on the property. Stormwater drainage from the property is required to meet Unified Stormwater Design Guidelines at the time of site development. The subject property has 200' of frontage along Rock Prairie Road, a Major Arterial. No additional driveways will be permitted to the property as it has access through an existing access easement shared with the care facilities to the north and east.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) & Aerial
2. Draft Planning and Zoning Minutes, November 1, 2007
3. Ordinance



Zoning Districts	R-3	Townhouse	C-3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A-O	R-4	Multi-Family	M-1	Light Industrial	NG-1	Core Northgate
A-OR	R-6	High Density Multi-Family	M-2	Heavy Industrial	NG-2	Transitional Northgate
R-1	R-7	Manufactured Home Park	C-U	College and University	NG-3	Residential Northgate
R-1B	A-P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
R-2	C-1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
	C-2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay

 **DEVELOPMENT REVIEW**

1103 ROCK PRAIRIE

Case: **07-224** **REZONING**



Zoning Districts							
A - O	Agricultural Open	R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - OR	Rural Residential Subdivision	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
R - 1	Single Family Residential	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 2	Duplex Residential	A - P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
		C - 1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		C - 2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay

	DEVELOPMENT REVIEW	1103 ROCK PRAIRIE	Case: 07-224	REZONING
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MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 1, 2007,
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: David Ruesink

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Korthauer and Nicole Menchaca

Regular Agenda

13. Public hearing, presentation, possible action, and discussion on a Rezoning from R-4, Multi-family to A-P, Administrative Professional for 2.76 acres located at 1103 Rock Prairie Road generally located between Rio Grande Drive and Westchester Avenue. Case #07-00500224 (JS)

Jason Schubert, Staff Planner, presented the Comprehensive Land Use Plan Amendment and Rezoning and recommended approval of both.

Commissioner Schroeder asked Staff if screening or buffering would be required.

Jason Schubert stated that neither screening nor buffering would be required because R-4, Multi-family and A-P, Administrative Professional is considered compatible.

Allethaire Price, 3021 Coronado, College Station, Texas, stated that she was pleased with the request.

Donald Orion, 2515 Plumbrook, San Antonio, Texas, representing the applicant, informed the applicant that the plan is to build small office buildings.

Commissioner Davis motioned to approve the Rezoning. Commissioner Strong seconded the motion, motion passed (6-0).

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

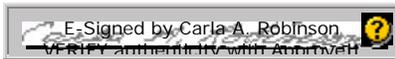
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



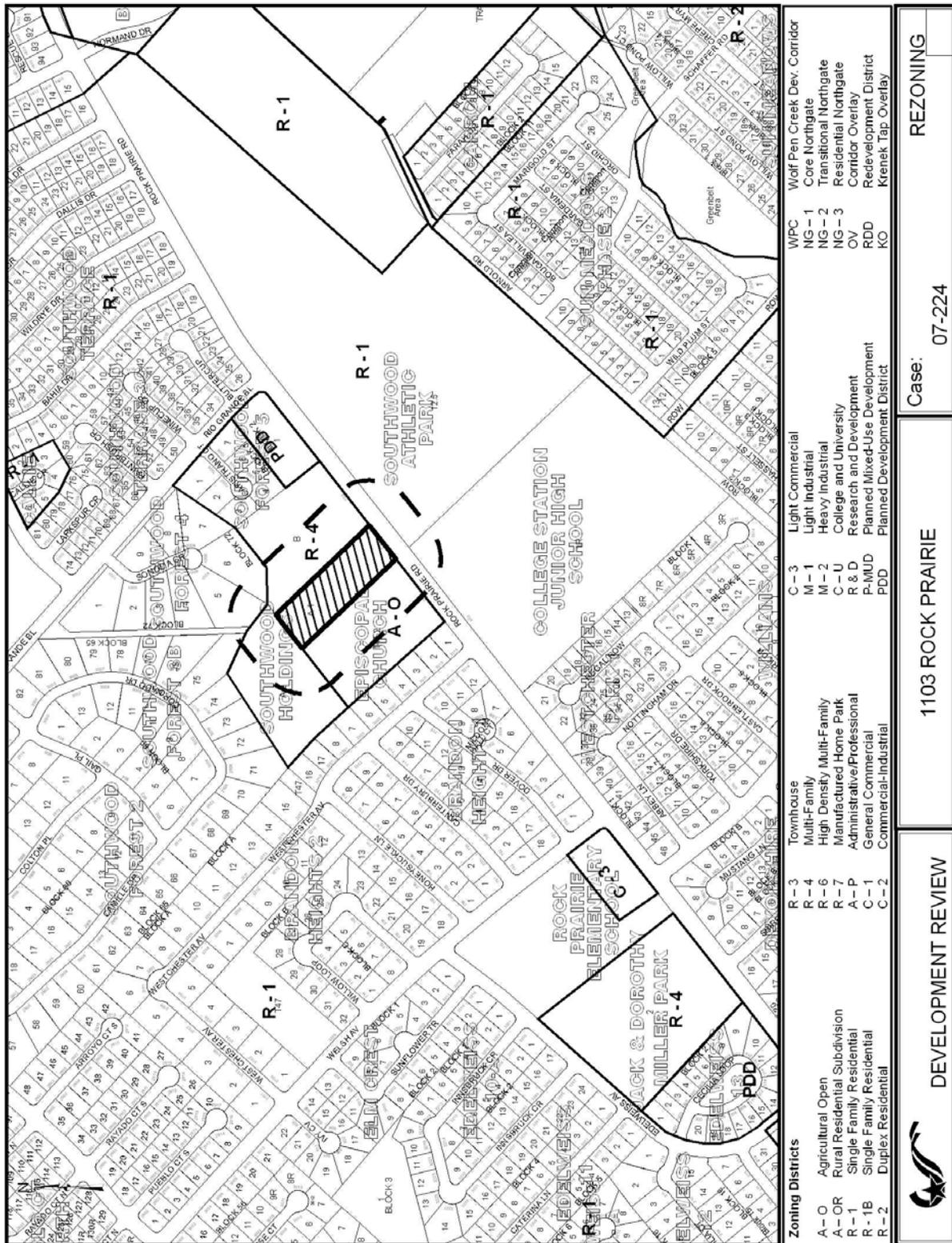
City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R-4, Multi-Family to A-P, Administrative Professional:

LOT A-1 OF THE SOUTHWOOD HOLDINGS SUBDIVISION



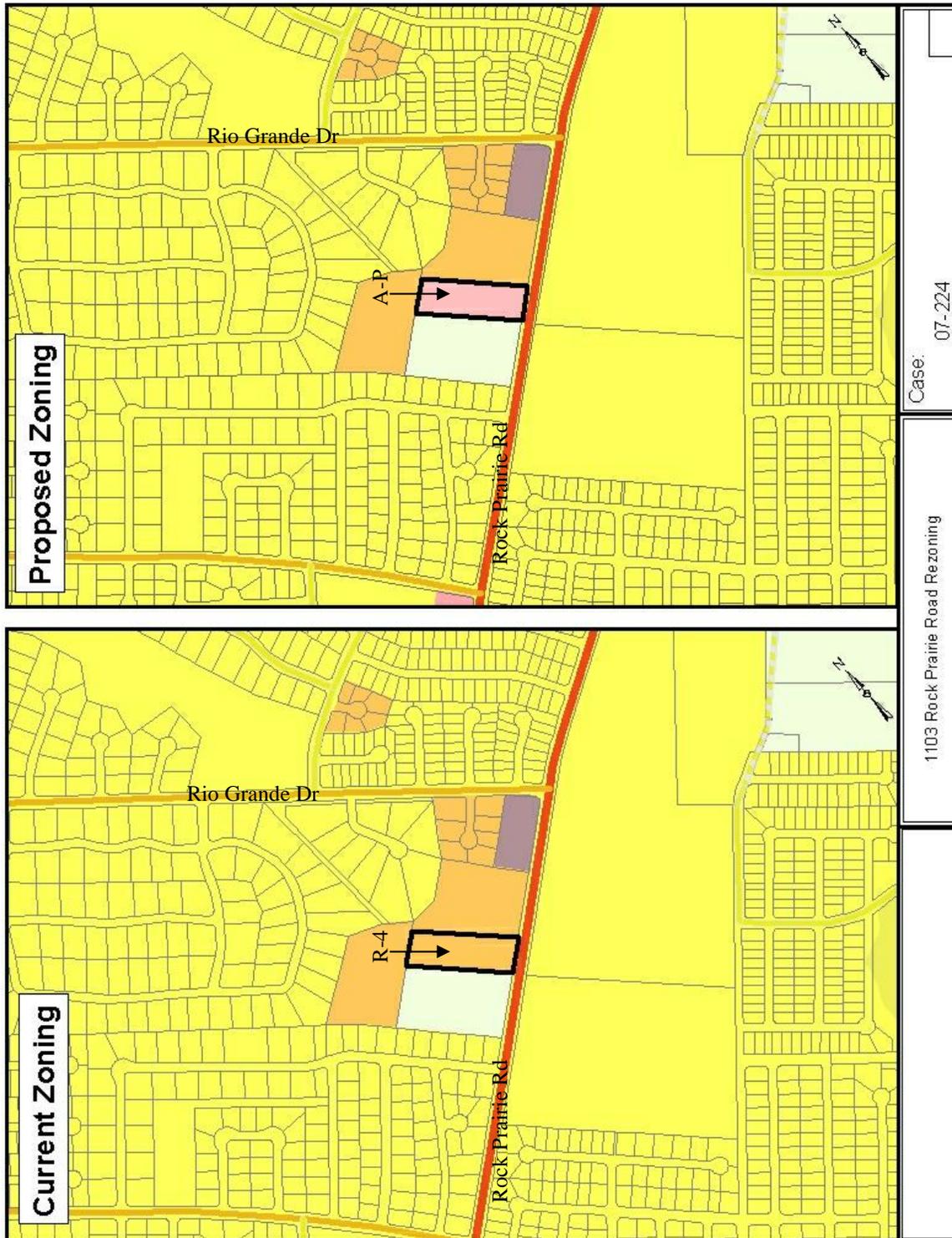
Zoning Districts	
A-O	Agricultural Open
A-OR	Rural Residential Subdivision
R-1	Single Family Residential
R-1B	Single Family Residential
R-2	Duplex Residential
R-3	Townhouse
R-4	Multi-Family
R-6	High Density Multi-Family
R-7	Manufactured Home Park
A-P	Administrative/Professional
C-1	General Commercial
C-2	Commercial-Industrial
C-3	Light Commercial
M-1	Light Industrial
M-2	Heavy Industrial
C-U	College and University
R & D	Research and Development
P-MUD	Planned Mixed-Use Development
PDD	Planned Development District
WPC	Wolf Pen Creek Dev. Corridor
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate
OV	Corridor Overlay
RDD	Redevelopment District
KO	Krenek Tap Overlay

Case: 07-224

1103 ROCK PRAIRIE

REZONING





November 19, 2007
Regular Agenda Item 3
Comprehensive Plan Amendment for
2021 Harvey Mitchell Parkway

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Institutional and Floodplain & Streams to **Planned Development** and Floodplain & Streams for 7.60 acres located at 2021 Harvey Mitchell Parkway in the general vicinity of the intersection with Rio Grande Drive.

Recommendation(s): The Planning and Zoning Commission unanimously recommended denial of the original request (Institutional and Floodplain & Streams to Residential Attached and Floodplain & Streams) and recommended Planned Development and Floodplain & Streams at their November 1, 2007, meeting. Staff had recommended denial of the original request.

Summary: The original request was analyzed as follows:

1. **Changed or changing conditions in the subject area or the City:** The subject property is designated on the Comprehensive Land Use Map as Institutional and Floodplain & Streams. The Institutional designation is appropriate for schools, churches, hospitals, and other government or quasi-public uses. Institutional was likely placed on the property in association with the two electric substations that abut the property to the southwest.

The Floodplain & Streams Land Use designation originated with the Comprehensive Plan in 1997 and is intended to protect development from the FEMA 100-year floodplain plus provide additional areas to be reserved for open space. The existing FEMA 100-year floodplain boundary, as based off of contour data, follows in relative proximity to the adopted Floodplain & Streams boundary. The City is currently engaged in a capital improvement project on the Bee Creek watershed that should reduce the amount of FEMA 100-year floodplain on the subject property. The project and associated flood study is still under way, however, and the final limits of a new 100-year floodplain boundary are still uncertain and have not been submitted to or adopted by FEMA.

The subject property has frontage along Harvey Mitchell Parkway, a Major Arterial on the City's Thoroughfare Plan. This frontage is the property's only potential access as it is surrounded by developed land and Bee Creek. The adjacent commercial properties to the east have access through a frontage road that does not exist in front of the subject property. Since TxDOT maintains Harvey Mitchell Parkway, a TxDOT driveway permit will be required to gain access to the property. In preliminary discussions the City has had with TxDOT, direct driveway access will likely be permitted. If such access is not granted or only temporary allowed, however, access will be gained through the extension of the frontage road across the property and down to the intersection with Rio Grande Drive to the west where the access will be signalized. Though the final determination will result from a TxDOT driveway permit, the applicant has stated that the possibility of not having direct access to Harvey Mitchell Parkway as a reason that precludes retail commercial from being viable.

2. **Compatibility with the remainder of the Comprehensive Plan:** The proposed Amendment is to change the 5.38 acres currently designated as Institutional to 6.05 acres of Residential Attached and reduce the Floodplain & Streams acreage from 2.22 acres to 1.55 acres. It is of note that the subject property has a portion currently zoned for C-3 (Light Commercial) along Harvey Mitchell Parkway, R-3 (Townhouse) in the mid and back portions of the property, and A-O (Agricultural Open) along Bee Creek.

At the October 15, 2007 meeting held with neighboring property owners, the applicant expressed the intent to ultimately develop a multi-family apartment complex. The applicant's request to Residential Attached will allow the applicant to pursue a future multi-family rezoning request. The proposed Amendment will help facilitate the applicant's desired development and thus would be in keeping with the City's objective to promote the use of vacant land where infrastructure and services are readily available. As noted above, however, the property is currently zoned for various uses and the potential to develop already exists.

The first Land Use Goal of the Comprehensive Plan is for the City to provide and locate adequate amounts of appropriately zoned land for all necessary types of land uses in an efficient, convenient, harmonious, and ecologically sound manner. A large portion of the subject property is zoned R-3, Townhouse, and represents only one of two tracts of land with R-3 zoning that is not already developed or developing. The Residential Attached land use designation allows for R-3 zoning as well as other more intense multi-family zoning districts. While a Residential Attached designation may be viable, knowing the applicant's intent to develop an apartment complex, there is concern that a future multi-family rezoning request will ultimately diminish the variety of housing choices available in this area of the City.

Other applicable objectives of the Comprehensive Plan include protecting the integrity of residential areas by minimizing intrusive and incompatible land uses and densities and also encouraging compatible in-fill development. Members of the adjacent neighborhood present at the meeting expressed a range of concerns regarding the intensity that a Residential Attached land use may allow. As stated previously, specific concerns were expressed about density, traffic, drainage, sanitary sewer capacity, and noise. Appropriate buffering could be addressed during a rezoning request but Staff has a concern regarding the effectiveness of the existing buffer requirements due to the elevation changes between this property and the single family homes. Other items regarding adequate infrastructure will be addressed during the platting of the property.

As for existing conditions, portions of the existing R-3 zoning district are within the existing FEMA 100-year floodplain. The proposed request seeks to reduce the Floodplain & Streams area and could result in allowing a higher intensity of development to occur in the floodplain area and closer to Bee Creek than currently exists.

STAFF RECOMMENDATION

While the Institutional designation may not appropriately reflect the future land use of the property, the property has many unique characteristics that a Residential Attached designation may not address. The subject property is surrounded by Bee Creek, Harvey Mitchell Parkway, and developed uses of single family, multi-family, commercial, and electrical substations. In addition, the existing multi-family to single family buffer requirements may not be effective due to the elevations changes that occur near the property line between the two. As such a Planned Development designation, instead of Residential Attached, would be more appropriate to account for these items. In addition,

density, land uses, buffering, and other site characteristics would receive additional oversight through the submission of a Concept Plan that would be required as part of a Planned Development rezoning application.

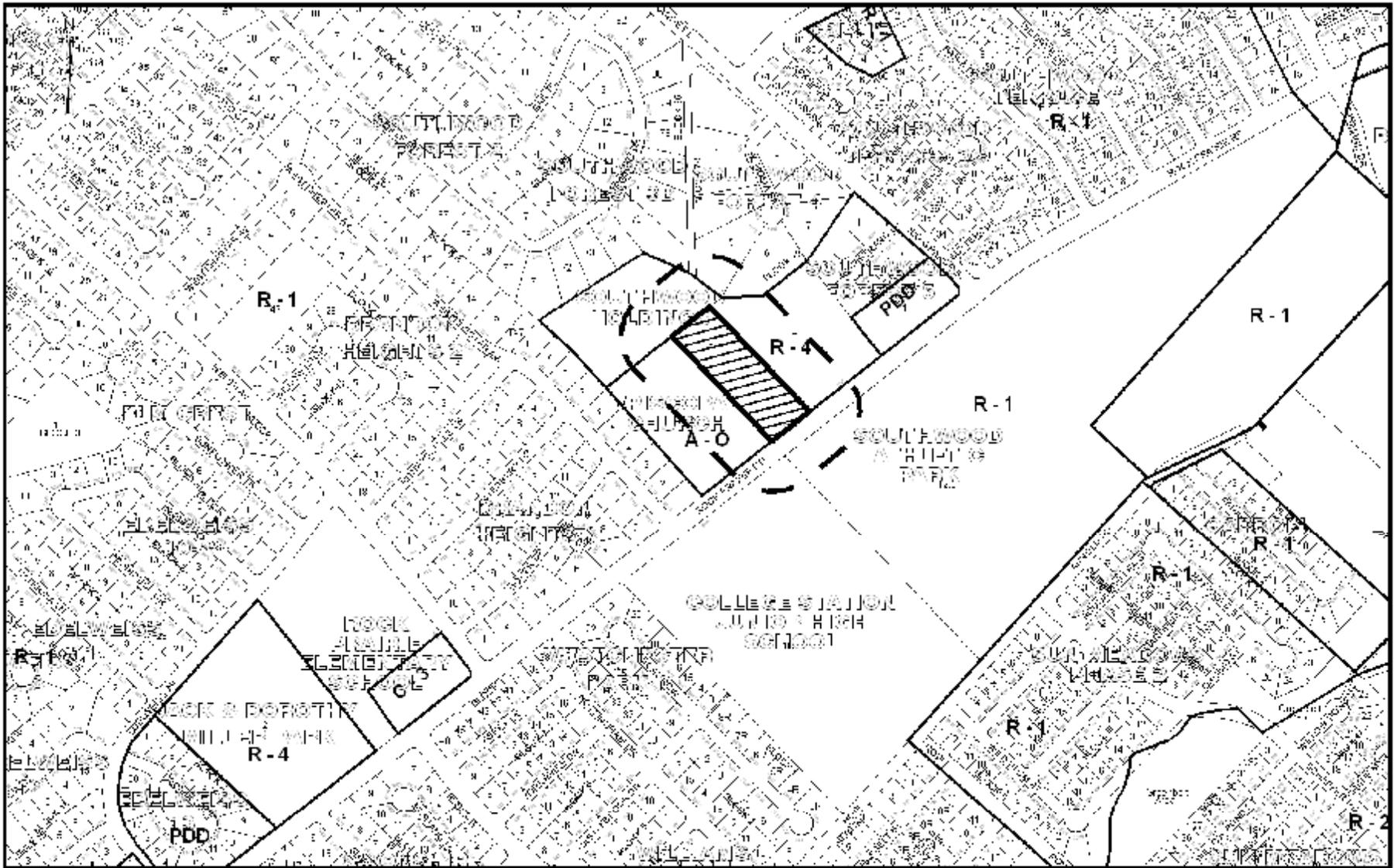
Also, while changes are occurring to the Bee Creek watershed, the flood study has not been completed and a new FEMA 100-year floodplain has not been adopted. Once a new floodplain has been adopted by FEMA, further consideration could then be given to the appropriateness of the Floodplain & Streams boundary being reduced or retained as open space.

Based on this evaluation, Staff recommended denial of the original request which would designate the subject property as Residential Attached and reduce the area of Floodplain & Streams on it.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) & Aerial
2. Draft Planning and Zoning Minutes, November 1, 2007
3. Ordinance (as per application)
4. Ordinance (as per P&Z recommendation)



Zoning Districts	R-2 Townhouse	C-3 Light Commercial	WFC Wolf Pen Creek Dev. Corridor
A-C Agricultural Open	R-4 Multi-Family	M-1 Light Industrial	NG-1 Core Northgate
A-CR Rural Residential Subdivision	R-6 High Density Multi-Family	M-2 Heavy Industrial	NG-2 Transitional Northgate
R-1 Single Family Residential	R-7 Manufactured Home Park	C-U College and University	NG-3 Residential Northgate
R-1R Single Family Residential	A-P Administrative/Professional	R & D Research and Development	OV Corridor Overlay
R-2 Duplex Residential	C-1 General Commercial	P-MUD Planned Mixed-Use Development	RDD Redevelopment District
	C-2 Commercial Industrial	PDD Planned Development District	KO Krenk Top Overlay

 DEVELOPMENT REVIEW	1103 ROCK PRAIRIE	Case: 07-224 REZONING
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Zoning Districts		R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - O	Agricultural Open	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
A - OR	Rural Residential Subdivision	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 1B	Single Family Residential	A - P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
R - 2	Duplex Residential	C - 1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		C - 2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay

	DEVELOPMENT REVIEW	1103 ROCK PRAIRIE	Case: 07-224	REZONING
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MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 1, 2007,
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: David Ruesink

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Korthauer and Nicole Menchaca

Regular Agenda

9. Public hearing, presentation, possible action, and discussion on a Comprehensive Land Use Plan Amendment from Institutional and Floodplain & Streams to Residential Attached and Floodplain & Streams for 7.6 acres located at 2021 Harvey Mitchell Parkway in the general vicinity of the intersection with Rio Grande Drive. Case #07-00500240 (JS)

Chairman Nichols recused himself from voting on this item and Commissioner Davis took over as Acting Chairman.

Jason Schubert, Staff Planner, presented the Comprehensive Land Use Plan Amendment and recommended denial. He answered questions in general from the Commission.

Commissioner Bauman asked Staff what the status was of improvements being made to the Bee Creek Drainage Way.

Josh Norton, Graduate Civil Engineer, stated the improvements were currently underway. He also stated that a LOMAR was being prepared.

Jane Kee, IPS Group, stated that she was not advised of the option of a PDD, Planned Development District Zoning at the Pre-Application meeting. She also stated that developing under the R-4, Residential Attached would offer more protection with Multi-family districts. Also, the current A-O, Agricultural Open portion of the property would be kept as a buffer.

Joe Schultz, Civil Development Group, stated the LOMAR that was being prepared shows a three-foot drop in elevations.

Dr. Rob O'Connor, 1300 Angelina, College Station, Texas; George Ray McEachern, 1309 Angelina, College Station, Texas; Curtis Braswell, 1300 Augustine Court, College Station, Texas; Spiros Vellas, 1315 Angelina, College Station, Texas; Valerie Balester, 1315 Angelina, College Station, Texas. Some of the concerns of the citizens were architectural conflict, traffic, quality of life, noise, and preservation of wildlife. Most of the citizens were in favor of a PDD zoning.

Alan Gibbs, City Engineer, stated that the Capital Improvements Department was handling the LOMAR and the 3-foot drop was a reliable number.

Commissioner Strong motioned to deny the Comprehensive Land Use Plan Amendment, but to suggest PD, Planned Development with flood plains and streams on the western and northern boundaries of the property. Commissioner Schroeder seconded the motion, motion passed (6-0).

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE PLAN LAND USE MAP, FOR THE AREA LOCATED AT 2021 HARVEY MITCHELL PARKWAY, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the "Comprehensive Plan Land Use Map" as set out in Exhibits "A" and "B", for the identified area and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

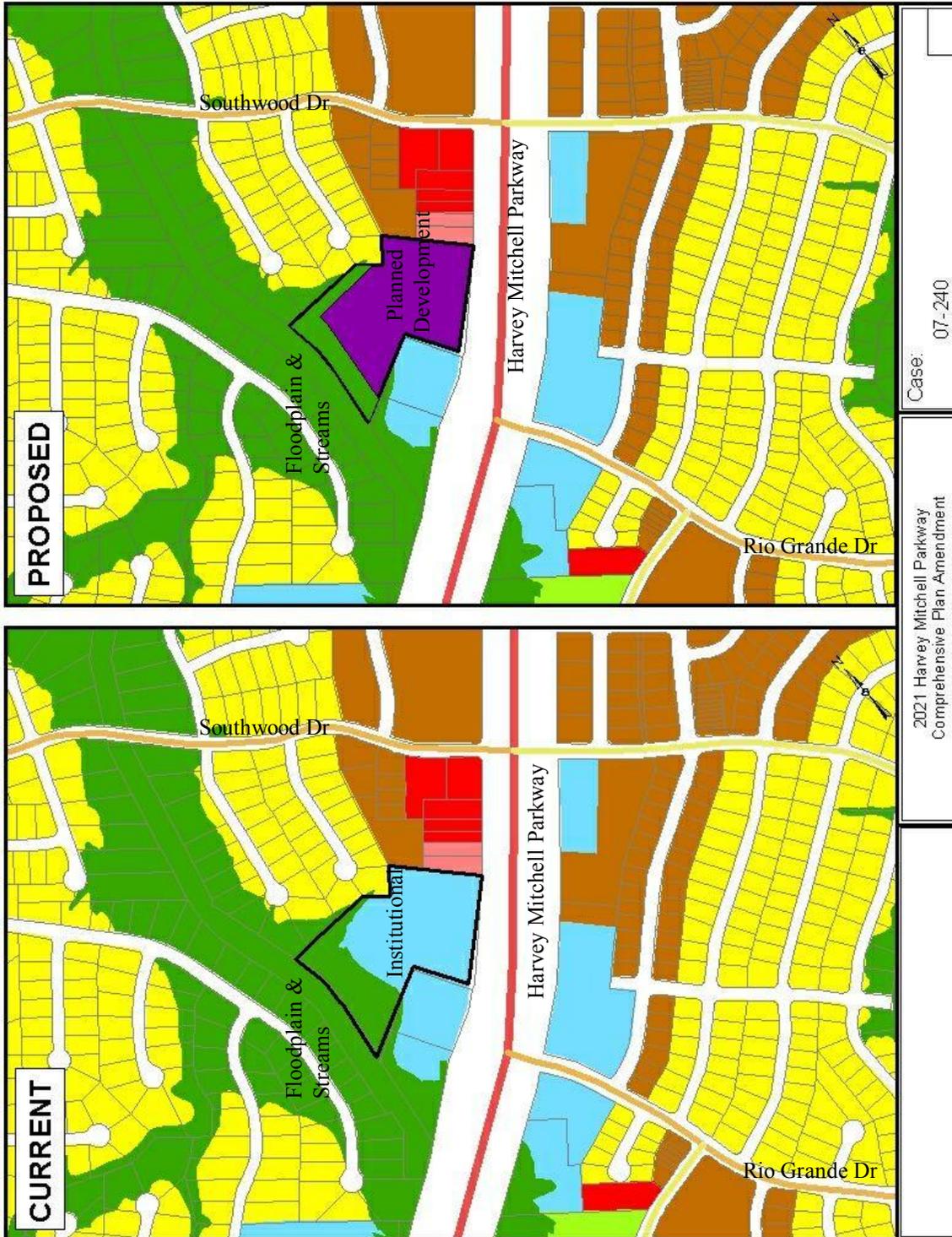
City Attorney

EXHIBIT "A"
AMENDED AREA OF
COLLEGE STATION LAND USE MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 7.60 acres generally located at 2021 Harvey Mitchell Parkway is amended from Institutional and Floodplain & Streams to Planned Development and Floodplain & Streams, as shown on the attached Exhibit "B".

EXHIBIT "B"



November 19, 2007
Regular Agenda Item 4
Comprehensive Plan Amendment for
Memorial Cemetery and Aggie Field of Honor

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Industrial/Research and Development and TAMU to Institutional and to remove two unnamed minor collectors from the Comprehensive Thoroughfare Plan for approximately 56 acres located at 3800 Raymond Stotzer Parkway, generally located west of the intersection of Raymond Stotzer Parkway and Harvey Mitchell Parkway north of Easterwood Airport.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of the item at their November 1, 2007, meeting. Staff also recommends approval.

Summary: The subject request was analyzed as follows:

1. **Changed or changing conditions in the subject area or the City:** The subject property was part of the F&B Road Small Area Plan that was adopted in 2003. The plan identified the tracts for Industrial/Research and Development and TAMU. However, since that time, the City has been acquiring property from private property owners and TAMU for the development of a new cemetery and Aggie Field of Honor. The City is requesting to amend the Comprehensive Plan for the property to Institutional which is also the designation for the existing City Cemetery. A portion of the property is located outside the City Limits and is in the proposed annexation area for the next annexation to take place in early 2008.

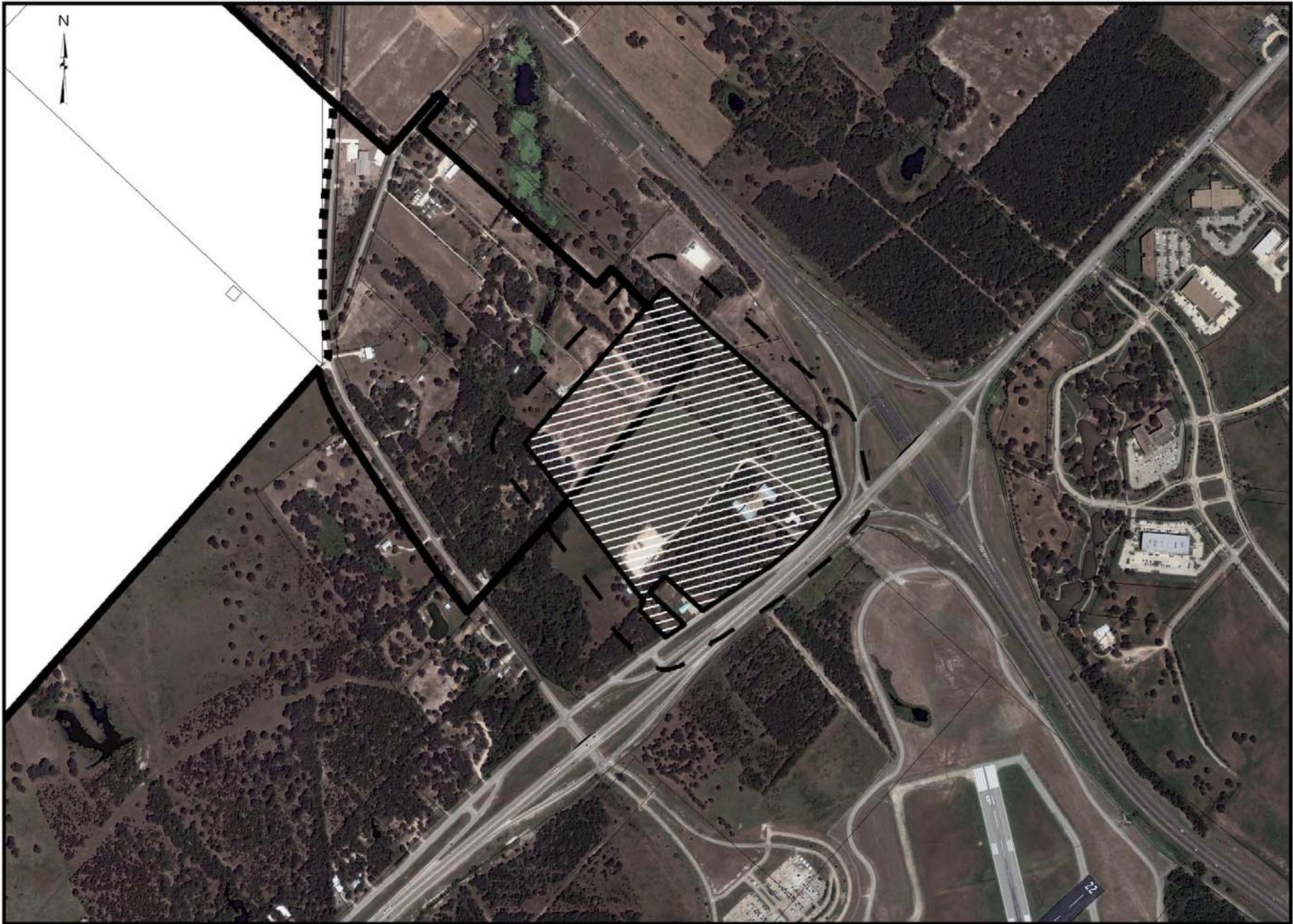
Municipal facilities are allowed in any designation, so a Land Use Plan amendment is not necessary for compliance with zoning restrictions; however, in an effort to keep the plan up to date, the City is requesting the Land Use Plan amendment. The use of the property will also lower the proposed traffic impact in the area, which supports the removal of the minor collectors.

2. **Compatibility with the remainder of the Comprehensive Plan:** The Institutional Land Use Plan designation is for public and quasi-public uses. The property is also in close proximity to Easterwood Airport, and building height would be limited for any type of commercial or industrial uses. The development of a cemetery is also in keeping with the provisions to provide adequate open space within the City Limits as well as providing quality services for a growing population.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) & Aerial
2. Draft Planning and Zoning Minutes, November 1, 2007
3. Ordinance



DEVELOPMENT REVIEW

COCS MEMORIAL CEMETERY

Case:
07-231

COMP
PLAN



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 1, 2007,
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: David Ruesink

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Korthauer and Nicole Menchaca

10. Public hearing, presentation, possible action, and discussion on a Comprehensive Land Use Plan Amendment from Industrial/Research & Development and Texas A&M University to Institutional and a Comprehensive Thoroughfare Plan Amendment to remove two unnamed minor collectors from the thoroughfare plan for the Memorial Cemetery located at 3800 Raymond Stotzer Parkway generally located on the northwest corner of the intersection of FM 2818 and Raymond Stotzer Parkway. Case #07-00500231 (LB)

Lindsay Boyer, Senior Planner, presented the Comprehensive Land Use Plan Amendment and recommended approval.

No one spoke during the public hearing.

Commissioner Sanford did not return to her seat for voting on the future items.

Commissioner Dictson motioned to approve the Land Use Plan and Thoroughfare Plan. Commissioner Davis seconded the motion, motion passed (6-0).

November 19, 2007
Regular Agenda Item 5
Annexation Development Agreements and annexation plan update

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding annexation development agreements and annexation plan update.

Recommendation(s): Staff recommends approval of the annexation development agreements.

Summary: A recent change in the Texas Local Government Code provides that a city may not annex an area that is appraised as agricultural without first offering a development agreement. In compliance with this requirement, the City of College Station mailed 58 annexation development agreement offers to owners of property located within areas identified for annexation under the exempt status. The development agreements contained the following provisions:

- A guarantee that the City will not annex the property for a period of ten (10) years unless the terms of the agreement are violated.
- A promise by the owner(s) to use the property in a way that is consistent with the City's A-O (Agricultural Open) zoning district.
- A promise by the owner that no person will file a plat or related development document for the property.
- A provision that a violation of the agreement by the landowner by commencing development will constitute a petition for voluntary annexation.
- A provision requiring building construction allowed by the agreement to comply with the applicable City codes and ordinances.
- A provision that the agreement be recorded in the property records at the County Clerk's Office so that the agreement will run with the land.

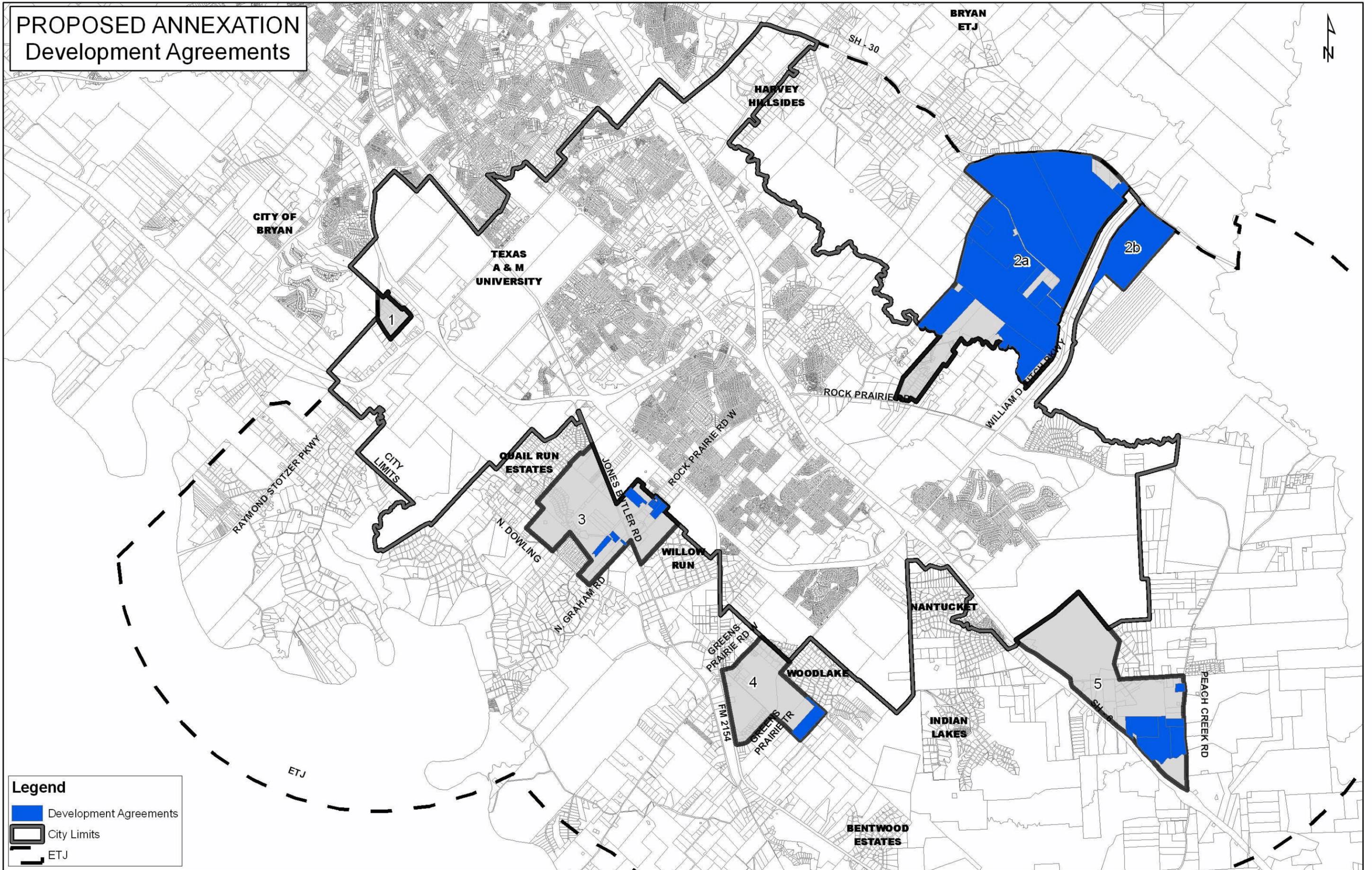
Of the 58 development agreement offers sent out, 29 signed development agreements were returned to the city. The 29 development agreements represent 3,426.78 acres (or approximately 51% of the property identified for annexation under the exempt status).

Budget & Financial Summary: A Fiscal Impact Analysis (projecting costs and revenues upon full build-out of the proposed annexed areas) was developed when preparing the exempt annexation package. The annexation development agreements may have the effect of extending the time required to reach ultimate build-out.

Attachments:

1. Map indicating areas affected by development agreements
2. Development Agreement Summary
3. Standard Development Agreement (hard copies of all development agreements are available in the City Secretary's Office)
4. Exempt annexation area revised preliminary timeline

PROPOSED ANNEXATION Development Agreements



3,426.787 Acres under Development Agreement

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of College Station, Texas (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the “Property”) in Brazos County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

WHEREAS, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Brazos County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner’s Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Brazos County or the City until the Property has been annexed into, and

zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's A-O (Agricultural Open) District zoning requirements apply to the Property, and that the Property shall be used only for A-O (Agricultural Open) District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single-family dwelling or an accessory structure for the benefit of agricultural uses in compliance with all applicable City ordinances and codes. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is ten (10) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may

have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned A-O (Agricultural Open) pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Brazos County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Brazos County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this ____ day of _____, 2007.

Owner
Printed Name: _____

CITY OF COLLEGE STATION

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

By: _____
Ben White, Mayor
Date: _____

ATTEST:

City Secretary
Date

APPROVED:

City Manager
Date

City Attorney
Date

Chief Financial Officer
Date

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2007,
by _____ in his/her capacity as owner of
_____.

Notary Public in and for
the State of _____

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____
_____, 2007, by Ben White, in the capacity as Mayor of the City of College Station, a
Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

2008 Exempt Annexation Process Proposed Timeline

Ordinance Directing Preparation of Service Plan (23 August 2007 revised December 4, 2007)	43.065
↓	
Prepare Service Plan, prior to publication of Notice for Public Hearings (Service Plan must be available for Public Inspection at Public Hearings)	43.056j
↓	
Notice for Public Hearings	
1. Publish notice in newspaper 20 th day (4 January 2008) to 10 th day (12 January 2008) before hearings – will publish one notice for both hearings on 10 January.	43.063(c)
2. Post on website 20 th day to 10 th day before (same as above);	43.063(c)
3. Provide written notice before 30 days prior to (no later than 21 December 2007) date of 1 st hearing to:	
a. Each property owner	43.062
b. Each public entity	
c. Each private entity that provides service to area(s)	
d. CSISD	
e. Certified Mail Notice to railroads serving areas	
↓	
1 st Public Hearing – 22 January 2008 (Special Council Meeting)	43.063a
2 nd Public Hearing – 24 January 2008 (Regular Council Meeting) (Both hearings shall be conducted no sooner than 20 days or later than 40 days before Council considers annexation Ordinance)	
↓	
Council may approve annexation ordinance at their regular meeting on 28 February 2008	

ANNEXATION DEVELOPMENT AGREEMENT SUMMARY

	FIRST	LAST	OWNER RECEIVED	RECEIVED	DUE DATE	SIGNED	ACRES
1	Susan Lee	Hargrave	James M. Hargrave	9/6/2007	10/21/2007		
2	Gregg	Falcone	John Holland	9/5/2007	10/20/2007	yes	55.91
3	Oakland Ridge Partners,		David S. Borsaeak	9/4/2007	10/19/2007		
4	Keren H.	Eidson	Renee Evans	9/18/2007	11/2/2007		
5	James T.	Carll	Mary Carll	9/3/2007	10/18/2007		
6	Dixie Olden	Ttee	Dixie Olden Tracy	9/7/2007	10/22/2007	yes	125.4
7	Ina Mae Allen*	Barker	Deborah Walton	9/21/2007	11/5/2007		
8	Byron	Vassberg	R. Adams	9/4/2007	10/19/2007		
9	Abner	White	Diane Goodman	9/1/2007	10/16/2007	yes	13.93
10	Abner	White	Diane Goodman	9/1/2007	10/16/2007		
11	Joseph A.	Mikeska, Jr.	Joseph A Mikeska	9/11/2007	10/26/2007	yes	1.97
12	Joseph A.	Mikeska, Jr.	Joseph A Mikeska	9/11/2007	10/26/2007	yes	6.81
13	Joseph A.	Mikeska, Jr.	Joseph A Mikeska	9/11/2007	10/26/2007	yes	1.02
14	Joseph A.	Mikeska, Jr.	Joseph A Mikeska	9/11/2007	10/26/2007	yes	1.02
15	Joseph A.	Mikeska, Jr.	Joseph A Mikeska	9/11/2007	10/26/2007	yes	14.48
16	Joseph A.	Mikeska, Jr.	Joseph A Mikeska	9/11/2007	10/26/2007	yes	1.02
17	Barbara Mearl Barker	Snyder	Frank Snyder	9/5/2007	10/20/2007		
18	John & Linda L.	Kemp	NO GREEN CARD YET	9/1/2007	10/16/2007		
19	Harold E.	Barker	Harold E. Barker	9/4/2007	10/19/2007	yes	10
20	Ervin M.	Williams, Sr. Etux	Mildred Williams	9/4/2007	10/19/2007	yes	2
21	Travis & Helen	Williams, Sr.	Travis Williams	9/4/2007	10/19/2007		
22	James L. & Joyce A.	Muse, Jr., Trustees	James Muse	9/5/2007	10/20/2007		
23	Durwood	Thompson	Durwood Thompson	9/1/2007	10/16/2007	yes	60.17
24	Oliver F.	Goen, Trustee	Oliver Goen	9/1/2007	10/16/2007	yes	145
25	Joseph A.	Mikeska, Jr.	Joseph A Mikeska	9/11/2007	10/26/2007		
26	Grace S.	Abbate	Grace S. Abbate	9/4/2007	10/19/2007		
27	John & Linda L.	Kemp	NO GREEN CARD YET	9/1/2007	10/16/2007		
28	Jean M.	Stephen	Jean M. Stephen	9/4/2007	10/19/2007	yes	814.63
29	Thomas E.	Goen	Thomas E. Goen	9/12/2007	10/27/2007	yes	2.944
30	Oliver F. & Marcella R.	Goen	Oliver Goen	9/1/2007	10/16/2007	yes	244.918
31	Oliver F.	Goen	Oliver Goen	9/1/2007	10/16/2007	yes	20.2094
32	Carol M.	Anderson	Carol Anderson	9/1/2007	10/16/2007	yes	901.88
33	Sharlett	Smith	Sharlett Smith	9/1/2007	10/16/2007	yes	14.7995
34	Oliver F.	Goen, Trustee	Oliver Goen	9/1/2007	10/16/2007	yes	46
35	Oliver F.	Goen, Trustee	Oliver Goen	9/1/2007	10/16/2007	yes	609.416
36	Stephen Clark & Elizabet	Hays	Elizabeth Hays	9/1/2007	10/16/2007	yes	33.7
37	Glendore	Hyden	Glendore Hyden	9/4/2007	10/19/2007	yes	25.25
38	Don	Jones	Alice Sims	9/4/2007	10/19/2007		
39	Tom*	Barker	Deborah Walton	9/21/2007	11/5/2007		
40	Charles	Abbate	Phyllis B. Abbate	9/4/2007	10/19/2007		
41	Bobby H.	Mosley	Bobby H. Mosley	9/5/2007	10/20/2007		
42	Pauline	Middlebrook	Pauline Middlebrooke	9/20/2007	11/4/2007		
43	Grace S.	Abbate	Grace S. Abbate	9/4/2007	10/16/2007		
44	Grace S.	Abbate	Grace S. Abbate	9/4/2007	10/16/2007		
45	M. S. & Vada	Kavanaugh	John Karanaugh	9/1/2007	10/16/2007		
46	J. L.	McDowell	J.L. McDowell	9/4/2007	10/19/2007	yes	48.92
47	J. L. & L. S.	McDowell	J.L. McDowell	9/4/2007	10/19/2007	yes	15
48	Frances P.	O'Brien	Frances O'Brien	9/14/2007	10/29/2007		
49	Shirley Barker	O'Brien	Shirley O'Brien	9/1/2007	10/16/2007		
50	Byron	Vassberg	Byron Vassberg	9/4/2007	10/16/2007		
51	Robert & Dorothy	Becker	Robert Becker	9/4/2007	10/16/2007	yes	71.18
52	5G Land & Cattle Compa		A. Jones	9/1/2007	10/16/2007	yes	99.24
53	Grace S.	Abbate	Grace S. Abbate	9/4/2007	10/19/2007		
54	Eunice E.	Williams	NO GREEN CARD YET	9/1/2007	10/16/2007		
55	Edna Faye	Goodman	Edna Goodman	9/20/2007	11/4/2007	yes	7
56	Henry P. & Sandra K.	Mayo	Henry Mayo	9/1/2007	10/16/2007	yes	22
57	Creek Meadow Partners,		Sandra Miller	9/4/2007	10/19/2007		

*second attempt, both agreements went in one envelope	TOTAL ACRES	3415.8169
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November 19, 2007
Regular Agenda Item 6
Eisenhower Thoroughfare Plan Amendment

To: Glenn Brown, City Manager

From: Bob Cowell, Director of Planning and Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding a Comprehensive Plan Amendment to remove the Eisenhower Street major collector between University Drive and Walton Drive from the Thoroughfare Plan.

Recommendation(s): The Planning and Zoning Commission heard this item on their November 1, 2007 meeting and recommends that the request to remove this thoroughfare from the thoroughfare plan be denied. Staff agrees with this recommendation.

Summary: The Comprehensive Plan strives to balance the relationship between land use development and the transportation system, while maintaining a high degree of mobility and protecting the integrity of neighborhoods. The Eisenhower Street Major Collector was placed on the Thoroughfare Plan to meet these goals. As the area surrounding the proposed thoroughfare plan redevelops as planned, Eisenhower Street will serve as a primary corridor between University Drive and Lincoln Avenue, providing mobility and access through this area. In addition, this thoroughfare will provide an alternative route to Texas Avenue within the area, preserving the surrounding neighborhood street system for local traffic.

Budget & Financial Summary: N/A

Attachments:

1. Proposed and Existing Thoroughfare Plans
2. Ordinance
3. Planning and Zoning Commission Minutes



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 1, 2007,
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: David Ruesink

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Korthauer and Nicole Menchaca

Regular Agenda

9. Public hearing, presentation, possible action, and discussion regarding a Comprehensive Plan Amendment to remove the Eisenhower Street major collector between University Drive and Walton Drive from the Thoroughfare Plan. Case #07-00500218 (KF)

Commissioner Sanford recused herself from voting on this item because of a business relationship.

Ken Fogle, Transportation Planner, presented the Comprehensive Plan Amendment and recommended denial. He informed the Commission that this property is not on the current Capital Improvements list.

Commissioner Davis stated if the City wants to redevelop this area then the City needs to put the street in.

Tim Ware, 526 University Drive, College Station, Texas, representing the owner, stated that the problem with the property is the zoning. The western part of the property is zoned commercial and the eastern part of the property is zoned residential.

**Commissioner Davis motioned to deny the Comprehensive Plan Amendment.
Commissioner Strong seconded the motion, motion passed (6-0).**

Approved:

John Nichols, Chairman
Planning and Zoning Commission

Attest:

Brittany Korthauer, Staff Assistant
Planning and Development Services

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS; BY AMENDING THE THOROUGHFARE PLAN MAP FOR THE AREA BOUND BY UNIVERSITY DRIVE ON THE NORTH, WALTON DRIVE ON THE SOUTH, TEXAS AVENUE ON THE WEST, AND NIMITZ STREET ON THE EAST; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That the “Comprehensive Plan” of the City of College Station be amended by amending the Thoroughfare Plan Map as shown in Exhibit “A” for the identified area and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 19th day of November, 2007.

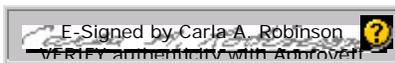
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

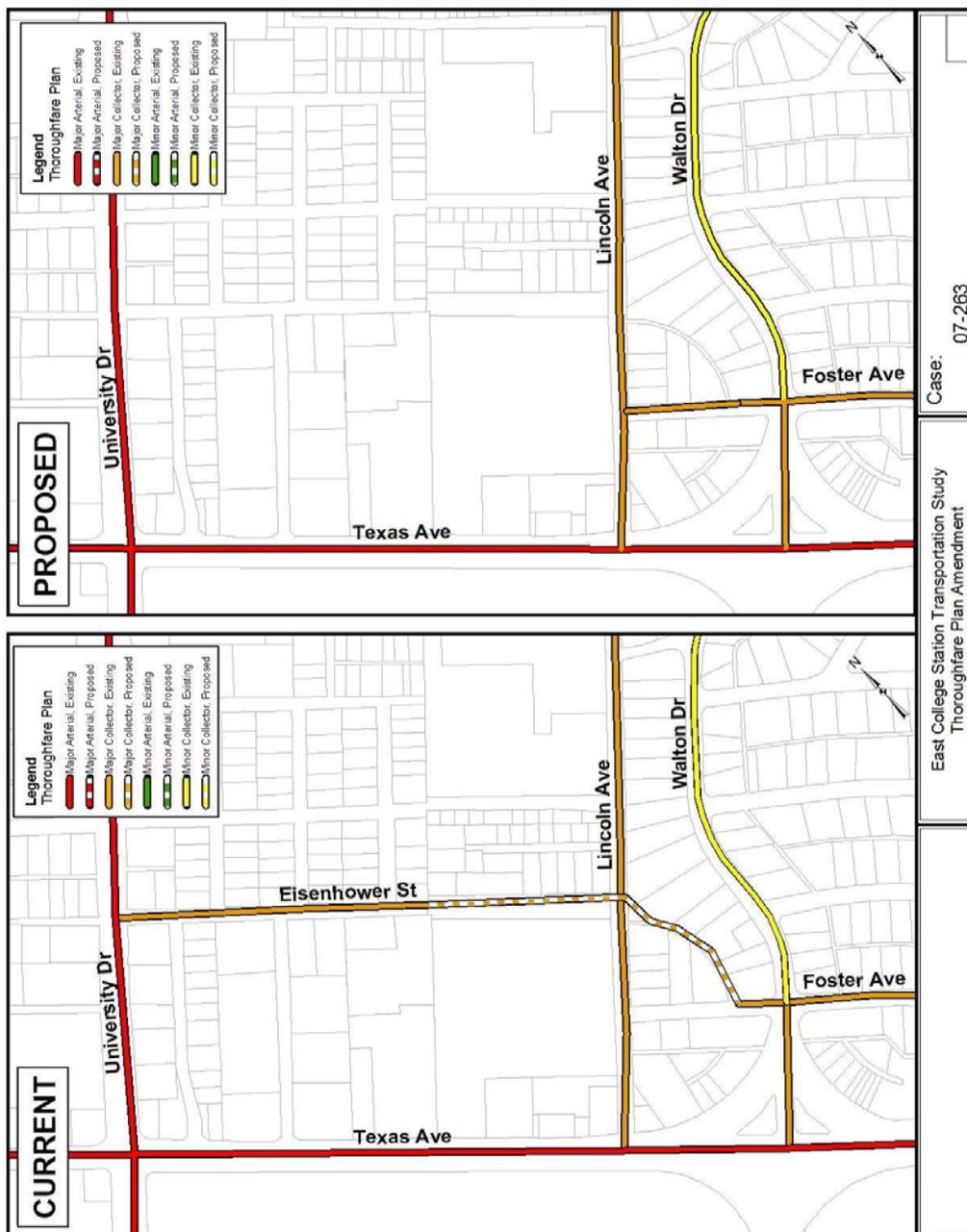


City Attorney

EXHIBIT "A"

**AMENDED AREA OF
COLLEGE STATION THOROUGHFARE PLAN MAP**

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Thoroughfare Plan Map by removing the Eisenhower Street thoroughfare as shown below:



November 19, 2007
Regular Agenda Item 7
Affiliate Funding Agreement With Arts Council of Brazos Valley
And Budget Approval

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 Arts Council of Brazos Valley for FY08 in the amount of \$200,000 for Arts Council Affiliate funding; and presentation, possible action, and discussion on approving the portion of the budget of the Arts Council of Brazos Valley funded with Hotel Tax funds.

Recommendation(s): Staff recommends approval of the funding agreement for Arts Council Affiliate funding, and approval of the portion of the Arts Council Budget funded with Hotel Tax funds.

Summary: As part of the 2007-2008 budget process the City Council approved funding for the Arts Council of Brazos Valley Affiliates from the Hotel Tax Fund in the amount of \$200,000. These funds are to be used to fund Arts Council affiliates.

Included as Attachment A to the funding agreement is the list of Arts Council Affiliates to be funded by the Arts Council through this agreement totaling \$180,000. The remaining \$20,000 is to be allocated as follows: \$11,000 for the Brazos Valley Symphony Orchestra to provide a concert as part of the 2008 Starlight Music Series, and \$9,000 for grants to Affiliates to fund eligible projects throughout the fiscal year. These funds will be disbursed to the Arts Council when the City has provided written approval of the project(s), and received all necessary paperwork and information from the Arts Council.

The following are some of the key points in the funding agreement.

1. The funding agreement restricts the affiliates receiving funds through this agreement from soliciting additional funds from the City for the duration of the agreement including requests for sponsorships, events and other activities of the affiliates.
2. The affiliates are also required to provide quarterly reports including a Financial Activity Report and a Narrative Summary of Activity Report.
3. The affiliates are required to state in all published material, announcements and advertising that the activity was made possible in part through funding from the City of College Station through the Arts Council.
4. Monitoring reviews shall be conducted as deemed necessary to evaluate compliance with the provisions of this agreement.

As part of the 2007-2008 budget process the City Council approved \$140,000 from the General Fund and \$100,000 from the Hotel Tax fund for operations and maintenance of the Arts Council. These funding agreements were approved by Council on September 27, 2007.

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

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2007-2008 Hotel Tax Fund Budget in the amount of \$200,000 for Arts Council Affiliate funding.

Attachments:

Arts Council of Brazos Valley Affiliate Funding Agreement

Arts Council of Brazos Valley Affiliate Funding Budget

**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.
- 1.3 The term “City” shall mean the City of College Station, in the County of Brazos, and the State of Texas.

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- 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 “Event” shall include but not be limited to: any and all banquets, ceremonial dinners, fund-raising events, or other public or private event hosted by Agency.
- 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 B or in a form agreed upon by Agency and City.
- 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 C.
- 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 D.
- 1.11 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 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

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TWO HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$200,000.00), to be paid as follows:

- a. ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00) from the City's Hotel Tax Revenue fund. Payment will be made in four (4) quarterly installments.
- b. ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00) from the City's Hotel Tax Revenue fund. Payment will be made in one lump sum amount upon receipt of a written invoice from Agency at least thirty (30) days in advance of scheduled Symphony performance.
- c. NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) from the City's Hotel Tax Revenue fund. Payment will be made upon approval of City Manager or designee for Affiliate project.

2.2 Quarterly payments will be dependent upon the City receiving all reports required herein from the Agency and Affiliates. 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.
- c. City may withhold any and all funding from Agency upon recommendation from the City Council subcommittee.
- d. City may withhold allocations if City determines that Agency or Affiliate is not in compliance with required City recognition as stated in Article 3.6 of this Agreement or any other terms of this Agreement.

**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 stipulate that Agency Affiliates receiving funding through the City Hotel Occupancy Tax Revenues are restricted from soliciting additional funds from the City for the duration of this agreement including requests for sponsorships, events and other activities of Affiliate.
- 3.4 Agency agrees and understands that ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00) from the City's Hotel Tax Revenue fund shall be used to fund Agency Affiliate Grants as listed in Exhibit A.
- 3.5 Agency agrees and understands that ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00) from the City's Hotel Tax Revenue fund shall be used by Agency to provide funding for a concert at Wolf Pen Creek Amphitheater by the Brazos Valley Symphony Orchestra as part of the 2008 Starlight Music Series at no additional cost to the City. Upon written approval and payment from City Manager or designee, Agency shall disburse funds to the Brazos Valley Symphony Orchestra for such concert.
- 3.6 Agency agrees and understands that NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) from the City's Hotel Tax Revenue fund shall be used by Agency for grants to Affiliates to fund projects eligible to be funded by Hotel Tax revenue. Agency shall submit applications for such projects to the City in writing prior to any funds being disbursed. Such applications shall be submitted using Exhibit E and must be completed in its entirety. Upon written approval of the project, City will notify Agency and Affiliate may then proceed with the project.

- 3.7 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.
- 3.8 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 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.
- 3.9 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 - §3.6 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 or their designee 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. 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 City Council, City Manager, or their designee; 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 prior to any funds being disbursed.

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.

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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 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 three appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

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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. Agendas shall be made available to the public 72 hours prior to the meeting at a location accessible to the public including but not limited to the website of Agency.

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, 2007 and terminate at midnight on October 31, 2008. However, the program period shall commence on October 1, 2007 and terminate at midnight on September 30, 2008. 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 through 3.6 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;

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

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

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

6.3 Automatic Termination. 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 to §3.6 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.

Contract No. 08-004

O:\AFY 2008\Outside Agency Funding\FY08 Contracts\FY08 ACBV\FY08 ACBV Affiliate Contract\FY08 Arts Council Affiliate Funding Agreement-revised.doc

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

Contract No. 08-004

O:\AFY 2008\Outside Agency Funding\FY08 Contracts\FY08 ACBV\FY08 ACBV Affiliate Contract\FY08 Arts Council Affiliate Funding Agreement-revised.doc

Executed this the ____ day of _____, 2007.

**ARTS COUNCIL OF
BRAZOS VALLEY**

CITY OF COLLEGE STATION

By: 

By: _____

Printed Name: Padraic Foglia

Mayor

Title: Executive Director

Date: Nov 14 - 2007

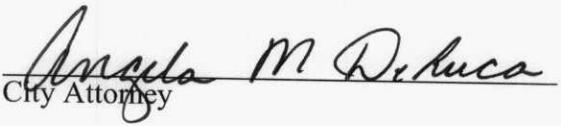
ATTEST: _____

City Secretary

APPROVED:

City Manager

Date



City Attorney

Date

Chief Financial Officer

Date

Contract No. 08-004

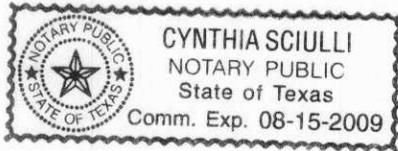
O:\AFY 2008\Outside Agency Funding\FY08 Contracts\FY08 ACBV\FY08 ACBV Affiliate Contract\FY08 Arts Council Affiliate Funding Agreement-revised.doc

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 14th day of November, 2007, by Padraic Huske in his/her capacity as Exec. Director of the Arts Council of Brazos Valley.

Cynthia Sciulli
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 _____, 2007, by _____ in his/her capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Contract No. 08-004

O:\AFY 2008\Outside Agency Funding\FY08 Contracts\FY08 ACBV\FY08 ACBV Affiliate Contract\FY08 Arts Council Affiliate Funding Agreement-revised.doc

Exhibit A
Arts Council of Brazos Valley FY08 Affiliate Funding

Armstrong / Bergeron Dance Company	\$2,000
Brazos Valley Art League	\$2,000
Brazos Valley AGO	\$1,500
Brazos Valley Chorale	\$8,700
Brazos Valley Museum of Natural History	\$15,400
Brazos Valley Symphony Society	\$26,000
Brazos Valley TROUPE	\$22,000
Brazos Valley WorldFest	\$1,600
Brenham Childrens' Chorus	\$3,500
Downtown Bryan Economic Development Association First Fridays/ Art Walk	\$5,900
Friends of Chamber Music	\$5,300
KAMU-FM	\$25,000
KEOS-FM	\$7,800
Navasota Theater Alliance	\$3,600
StageCenter	\$16,000
The Theatre Company of Bryan / College Station	\$26,100
University Summer Performance Series - TAMU	\$4,600
VIZ-LAB TAMU	\$3,000
<hr/>	
TOTAL	\$180,000

Exhibit B

Statements of Financial Position

Outside Agency: _____
STATEMENTS OF FINANCIAL POSITION
 2008 Period _____

ASSETS	2008 Current Period		2008 Current Period		2008 Year to Date		2008 Year to Date	
	Hotel Tax		Non-Hotel Tax		Hotel Tax		Non-Hotel Tax	
Cash and cash equivalents								
Short-term investments								
Prepaid expenses								
Unconditional promises to give								
Cash restricted to purchase of equipment								
Long-term investments								
Contribution receivable—charitable lead trust								
Deposits on leased and other property								
Property and equipment								
TOTAL ASSETS								
LIABILITIES								
Accounts payable								
Compensation								
Refundable advances								
Long-term debt								
TOTAL LIABILITIES								
NET ASSETS								
Unrestricted								
Temporarily restricted								
Permanently restricted								
TOTAL NET ASSETS								
TOTAL LIABILITIES AND NET ASSETS								

Exhibit B

Statement of Financial Activities - Hotel Tax

Outside Agency: _____

STATEMENT OF ACTIVITIES

2008 Period: _____

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES, GAINS, AND OTHER SUPPORT				
Contributions				
	—	—	—	—
	—	—	—	—
Capital campaign	—	—	—	—
Equipment acquisition	—	—	—	—
Endowment	—	—	—	—
Other	—	—	—	—
Federal financial assistance	—	—	—	—
Program service fees	—	—	—	—
Investment return	—	—	—	—
Change in value of split-interest agreement	—	—	—	—
Other	—	—	—	—
Net assets released from restrictions	—	—	—	—
Expiration of time restrictions—United Way Services	—	—	—	—
Restrictions satisfied by charitable lead trust receipts	—	—	—	—
Restrictions satisfied by payments	—	—	—	—
TOTAL REVENUES, GAINS, AND OTHER SUPPORT	—	—	—	—
EXPENSES				
Program services				
	—	—	—	—
	—	—	—	—
Supporting services				
Management and general	—	—	—	—
Fund-raising	—	—	—	—
TOTAL EXPENSES	—	—	—	—
CHANGE IN NET ASSETS	—	—	—	—
NET ASSETS AT BEGINNING OF YEAR	—	—	—	—
NET ASSETS AT END OF YEAR	—	—	—	—

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 07	FY 08	FY 08
	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 07	FY 08	FY 08
	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 07	FY 08	FY 08
	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 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 08	FY 08
	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 07	FY 08	FY 08
	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 07	FY 08	FY 08
	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 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 08	FY 08
	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 07	FY 08	FY 08
	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 07	FY 08	FY 08
	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 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 08	FY 08
	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 07	FY 08	FY 08
	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 07	FY 08	FY 08
	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 E
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 E
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 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)
8/31/2007

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

INSURED
 ARTS COUNCIL OF THE BRAZOS VALLEY
 2275 DARTMOUTH

COLLEGE 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.

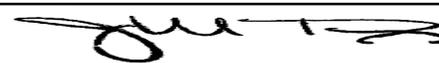
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty Company	19356
INSURER B: Zurich Ins.	
INSURER C:	
INSURER D:	
INSURER E:	

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	PPS042507971	9/1/2007	9/1/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
GEN'L AGGREGATE LIMIT APPLIES PER:						
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A		AUTOMOBILE LIABILITY	PPS042507971	9/1/2007	9/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<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 checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
						\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC002522490	9/1/2007	9/1/2008	WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Property	PPS042507971	9/1/2007	9/1/2008	Building \$ 1,127,000
		Special Peril				Personal Property \$ 10,700
		Replacement Cost				

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

CERTIFICATE HOLDER (979)680-1072 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 <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 James Davis/JMD 
--	---

**Arts Council of Brazos Valley
FY08 Affiliate Funding Budget**

Affiliate Funding

Armstrong / Bergeron Dance Company	\$2,000
Brazos Valley Art League	\$2,000
Brazos Valley AGO	\$1,500
Brazos Valley Chorale	\$8,700
Brazos Valley Museum of Natural History	\$15,400
Brazos Valley Symphony Society	\$26,000
Brazos Valley TROUPE	\$22,000
Brazos Valley WorldFest	\$1,600
Brenham Childrens' Chorus	\$3,500
Downtown Bryan Economic Development Association First Fridays/ Art Walk	\$5,900
Friends of Chamber Music	\$5,300
KAMU-FM	\$25,000
KEOS-FM	\$7,800
Navasota Theater Alliance	\$3,600
StageCenter	\$16,000
The Theatre Company of Bryan / College Station	\$26,100
University Summer Performance Series - TAMU	\$4,600
VIZ-LAB TAMU	\$3,000

Subtotal **\$180,000**

Brazos Valley Symphony Funding **\$11,000**

Affiliate Grants **\$9,000**

TOTAL **\$200,000**

November 19, 2007
Regular Agenda Item 8
Tables and Banquets Sponsorship Policy

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a Tables and Banquets Sponsorship Policy.

Recommendation(s): Staff recommends Council provide direction on the Executive Summary of a draft City Sponsorship Policy.

Summary: The City Council provided direction at the August 28 Budget Workshop to bring back for discussion an item pertaining to the City purchase of sponsorships, including tables at banquets for organizations.

The proposed policy is intended to be a starting point for discussion on what direction the City Council wishes to go with the policy for City sponsorship.

The proposed policy has 3 objectives.

1. To provide a statement of policy for City sponsorships including the purchase of tables and seats at fundraising events for organizations in the community.
2. To provide specific guidelines to Community organizations seeking City sponsorship or event participation.
3. To establish clear guidelines and procedures to be administered by the City Manager through the direction of the City Council to provide for City sponsorships that enhance and foster strategic goals of the City of College Station.

The goal will be to get a revised policy adopted by early 2008.

Budget & Financial Summary: The FY 2008 Budget includes \$25,000 in the General Fund for sponsorship activities.

Attachments:

Executive Summary of Draft Tables and Banquets Sponsorship Policy

Executive Summary

Tables and Banquets Sponsorship Policy

Policy Objectives

1. To provide a statement of policy for City sponsorships including the purchase of tables and seats at fundraising events for organizations in the community.
2. To provide specific guidance to Community organizations seeking City sponsorship or event participation.
3. To establish clear guidelines and procedures to be administered by the City Manager through the direction of the City Council to provide for City sponsorships that enhance and foster the strategic goals of the City of College Station.

1. Policy Statement

It is the policy of the City of College Station, as adopted by its City Council, to be good community partners, corporate citizens, and to engage in activities that increase and promote the quality of life in the community. The City recognizes that part of accomplishing these goals is providing support for projects, events and agencies that support at least one of the Strategic Plan initiatives. This policy applies to any Community organization, agency, program, or activity that requests sponsorship from the City of College Station for events, programs, and activities.

In general it is the policy of the City of College Station to not be a sponsor of fundraising events for non profit or other organizations including races, walkathons, cook offs or other activities.

2. City Sponsorship Categories

The adopted outside agency funding policy addresses the participation the City will be involved in for the organizations covered under that policy. It is intended that once direction from the City Council is received on sponsoring tables and events that a comprehensive policy including the handling of those organizations will be brought back to the City Council for consideration.

City Sponsorship used for Marketing

City Sponsorship may be used for marketing initiatives such as programs administered by the City's Public Communication Department and the City's Utility Departments. All marketing practices of the City shall support the Strategic Plan policy initiative to market the City as a superior service provider.

Key Points

- This policy is not intended to supersede these marketing initiatives but to provide direction for non-specific City marketing with which individual departments occasionally engage.
- Departments engaging in sponsorship events that provide marketing opportunities shall coordinate with the City's Public Communication Department.
- Departments should work in concert with each other along with the Public Communications department to avoid duplication of City sponsorship and/or event participation.

- When appropriate, Department representatives should work with the Public Communications Department and event coordination staff to appropriately market the City via logo representation, program advertisement, or other City promotional projects.
- All sponsorship marketing events shall be at the direction of the City Council through the budget process. Unplanned events shall be at the discretion of the Mayor or City Manager (or designee) and subject to his/her approval when deemed appropriate and necessary.
- Each City sponsorship used for marketing will support at least one of the Strategic Plan policy initiatives.
- Examples of events in this category include the sponsorship of the Chamber of Commerce Economic Outlook Conference.

Special Interest Sponsorships

In order to effectively work with other entities, the City occasionally engages in sponsorship defined as “special interest” marketing. Events that would fall in to this category are usually one-time in nature and include sponsorships associated with transportation and development programs.

Key Points

- Examples of event sponsorship that the City has participated in previously include TEX-21 programs and support, engagements with key political representatives promoting the advancement of the local community, and trips made by City Management or City Council in order to lobby for or promote City goals and objectives.
- As part of the annual budget process, the City Council will provide direction as to which special interest sponsorships the City will participate.
- Each special interest sponsorship will support at least one of the Strategic Plan policy initiatives.

General Community Sponsorships

The City recognizes that, as a community engaged with it’s citizenry, it is necessary to participate in Community events that support local people, events, businesses, and other projects that are key to providing the sense of place valued in the City of College Station.

Key Points

- General Community sponsorships are generally one-time in nature and infrequent in occurrence.
- Because of the uncertain nature of these events, the Mayor, City Council, or the City Manager has discretion to provide direction regarding support of community sponsorship events.
- In general the City will not purchase tables or serve as sponsors at events for organizations.
- The City may purchase individual tickets to attend events not covered by one of the categories in this policy. If it is deemed necessary for the City to have a presence at the event.
- In the case of community events being held in conjunction with agencies outlined elsewhere in this policy, the Mayor, or the City Manager has discretion to provide direction regarding City participation.

- Each General Community sponsorship will support at least one of the Strategic Plan policy initiatives.
- Examples of events the City may participate in this category include the annual Chamber of Commerce Banquet, and the annual Better Business Bureau Torch Award program.

3. Administrative Guidelines and Procedures

Oversight

In an effort to streamline City sponsorship efforts, City staff, under the direction of the City Manager, will implement the following monitoring procedures:

1. Concentrate City sponsorship points of contact to as few representatives as possible. This will ensure that City participation is optimized, not duplicated, and conducted with City Manager and City Council oversight.
2. Provide agencies and organizations seeking City participation in events a comprehensive guideline that outlines the procedures for obtaining City sponsorship, engaging City Council as a governing body, and ensuring the City is aware of the agency's intention to either invite the City as an entity or members of management or City Council as private citizens.
3. City staff will track monetary donations or in-kind equivalents to determine total fiscal year contributions to agencies receiving City sponsorship and/or donations.
4. Spending authority for the purchase of tables, tickets, or other forms of sponsorship at Community events shall be centralized in the City Manager's Office. Centralizing spending authority ensures that the City is not duplicating representation or marketing efforts. Department Directors are responsible for effectively communicating individual department needs and objectives regarding City sponsorship. The City Manager has discretion to delegate spending authority and/or approval as appropriate to Department Directors or their designees.
5. In cases where individual department are authorized to participate in City sponsorships, it is the responsibility of the Department to report spending amounts and details to the Finance Department for the purpose of tracking allocation of City funds for donations and sponsorships. Failure to report spending appropriately and timely could result in sponsorship privileges being revoked at the discretion of the City Manager. Departments will be provided adequate time and instructions on how this information is to be conveyed to the Finance Department.
6. If, in aggregate, the City results in funding an entity for \$5,000 or more in one fiscal year, the City will pursue efforts to engage in a funding agreement with said agency pursuant to the Outside Agency Funding Policy as adopted by City Council.
7. The Finance Department shall be responsible for reporting City spending on community sponsorships as requested by City Council or City Manager.

Budget

- The annual budget process will include opportunity for the City Council to determine what level of funding they wish to include in the budget for sponsorships.
- The FY 08 budget includes \$25,000 in the General Fund for sponsorship activities during the year.
- The funding agreements with the outside agency organizations include provisions for handling requests for sponsorships for those organizations.

- Each year a recommended list of events will be presented to the City Council as part of the budget process. Any additional tickets, or tables purchased during the year will be done within the \$25,000, or other amount as determined in the budget process.

November 19, 2007
Regular Agenda Item 9
Appointment to the Research Valley Innovation Center (RVIC) Advisory Council

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding the City's Appointment to the Research Valley Innovation Center (RVIC) Advisory Council.

Recommendation(s): N/A

Summary: Officially launched on September 10, 2007 and operating under the management umbrella of the Research Valley Partnership, the Research Valley Innovation Center (RVIC) is a science and technology incubator/accelerator established to support early-stage companies as they develop, creating economic wealth through research expenditures, capital investment and job creation in the Research Valley. The RVIC supports early-stage client companies through a strategic business council, operational guidance and infrastructure support. The RVIC plans to grow these companies through education, a service provider network and physical "incubator" space.

The RVIC has identified the following target client company criteria: 1) a large, rapidly expanding market, 2) a management team that can execute, 3) innovative technology that can be commercialized (and protected), and 4) a strategy that has a strong sustainable competitive advantage. The services to be provided to client companies include:

- Business Advisory and Support Services
- Funding Access Support Programs
- Investment Networking
- Peer-to-Peer Networking
- Entrepreneur-in-Residence Program
- Virtual/Physical Incubator Space
- Support services for companies graduating out of RVIC space(s)

In order to facilitate the most supportive and productive environment for client companies, the RVIC has established an advisory board that will serve as a sounding board and mentor group for client companies. The RVIC Advisory Council is entirely advisory --- with no fiduciary responsibilities, and the City of College Station has been afforded one permanent seat on this new board.

Budget & Financial Summary: The City does not provide direct funding to the RVIC. Instead, the RVIC is funded indirectly through the City's annual funding allocation to the Research Valley Partnership.

Attachments:

Current List of Potential Applicants



CITY OF COLLEGE STATION

2008 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME GARY H. RICHARDSON

Personal Information

Occupational Information

Home Address 4916 Fineswood, CS
 Telephone: 979-690-3416
 Fax: _____
 College Station Resident for 3 years
(Must be a resident of the City to serve)
 Subdivision PEBBLE CREEK
 Voter Registration # 20602202

Business Owner? Yes No
 Business Name: PLANTACOR, TX.
 Occupation: MANAGEMENT
(If retired, please indicate former occupation)
 Fax: 979-693-0811
 Education (optional) B.A. & M. B.S. - Ag Eco

POSITION SOUGHT: (Please indicate choice with 1, 2 or 3 - where 1 is most preferable and 3 being least preferable.) **CHOOSE NO MORE THAN 3**

Standing Committees

- | | |
|--|--|
| <input type="checkbox"/> Brazos County Appraisal District | <input type="checkbox"/> Outside Agency Funding Review |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Construction Board of Adjustments & Appeals | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Northgate TIF Board | <input type="checkbox"/> Research Valley Partnership |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Zoning Board of Adjustments |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Comprehensive Plan Advisory |
| <input type="checkbox"/> Convention & Visitors Bureau | <input checked="" type="checkbox"/> Research Valley Innovation Center Advisory Council |
| <input type="checkbox"/> Arts Council of the Brazos Valley | <input type="checkbox"/> Library Board |

Parks Board Committees

- Conference Center Advisory Committee
- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

Please list any experience or interests that qualifies you to serve in the positions indicated: Founder & Co Founder of several companies in Ag & Life Sciences over the past 30 yrs.

Signature of Applicant [Signature] Date 14 Nov 2008

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.



CITY OF COLLEGE STATION

2008 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Marcus J. Lockard

Personal Information

Occupational Information

Home Address **1890 Barron Road College Station, 77845**
Telephone: **979-690-1585 (832-594-6633)**
Fax: _____
College Station Resident for 1.5 years
(Must be a resident of the City to serve)
Subdivision None

Voter Registration # I don't know it
Business Owner? **YES**
Business Name: Lockard & White, Inc.
Occupation: **Chairman and CEO**
(If retired, please indicate former occupation)
Fax: **866-497-3686**
Education *(optional)* **BSEE TAMU**

POSITION SOUGHT: *(Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.)* **CHOOSE NO MORE THAN 3**

Standing Committees

- | | |
|--|--|
| <input type="checkbox"/> Brazos County Appraisal District. | <input type="checkbox"/> Outside Agency Funding Review |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Construction Board of Adjustments & Appeals | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Northgate TIF Board | <input type="checkbox"/> Research Valley Partnership |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Zoning Board of Adjustments |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Comprehensive Plan Advisory |
| <input type="checkbox"/> Convention & Visitors Bureau | <input checked="" type="checkbox"/> Research Valley Innovation Center Advisory Council |
| <input type="checkbox"/> Arts Council of the Brazos Valley | <input type="checkbox"/> Library Board |

Parks Board Committees

- Conference Center Advisory Committee
- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

Please list any experience or interests that qualifies you to serve in the positions indicated: _____
I am an entrepreneur with 30 + years at starting and operating a high technology consulting company.

Signature of Applicant _____

Date 11/14/2007

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.

ATTACHMENT: CURRENT LIST OF POTENTIAL APPLICANTS

Appointment Recommendations as Received from the Research Valley Partnership (RVP) and RVIC General Manager

- 1) Mr. Marc Lockard, Lockard and White
- 2) Mr. Gary Richardson, President of Plantacor, Inc.

November 19, 2007
Regular Agenda Item 10
Appointment to Brazos Valley Groundwater Conservation District Board

To: Glenn Brown, City Manager

From: Terry Childers, Deputy City Manager

Agenda Caption: Presentation, possible action, and discussion to approve a resolution appointing David Coleman as a member of the Brazos Valley Groundwater Conservation District Board of Directors, subject to confirmation by the Brazos County Commissioners Court.

Recommendation: Staff recommends Council approve this resolution.

Summary: Mr. John Woody is presently serving as the College Station representative on the Board of Directors for the Brazos Valley Groundwater Conservation District. Due to Mr. Woody's retirement, staff is recommending a new member be appointed by the City Council to fill his unexpired term to January 1, 2011. As required by House Bill 1784, section 2.11(3), this appointment by the City must be confirmed by the Brazos Valley Commissioners Court.

It is recommended that Mr. David Coleman, P.E., Director of College Station Water Services, be appointed the City's representative. Over the next 18-24 months the Board will consider a number of important technical issues (Depletion Management Zones Study, Desired Future Conditions negotiations, and utilization of remaining available groundwater). Mr. Coleman is well versed and highly qualified to address these and other issues coming before the Board. He has already worked extensively with other members of the Board, as well as the General Manager of the Groundwater Conservation District, to address the City's concerns in all these areas.

At Council's direction, we will certainly seek other possible appointees to the Board including solicitation of applications for Council consideration.

Budget & Financial Summary: Not applicable.

Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DESIGNATING DAVID M. COLEMAN, THE COLLEGE STATION WATER SERVICES DEPARTMENT DIRECTOR, AS THE CITY'S REPRESENTATIVE TO THE BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City Council of the City of College Station strives through its *Vision Statements* to provide high quality, customer focused basic city services at a reasonable cost, including effective water services; and

WHEREAS, the City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Goal #1* that states "College Station should continue to provide the quantity and quality of utilities needed to assure public health, safety, and accommodation of growth"; and

WHEREAS, that the Act of May 26, 2001, 77th Leg., R.S., ch 1307, 2001 Tex. Gen. Laws (HB 1784, Section 2.11[e]) establishes one seat on the Brazos Valley Groundwater Conservation District Board to be a representative of the City of College Station, which must be appointed by the City Council and confirmed by the Brazos County Commissioners Court; and

WHEREAS, Mr. John Woody, the City's current representative on the Brazos Valley Groundwater Conservation District Board, will retire effective December 31, 2007, and a new representative must be appointed; and

WHEREAS, the City Council is confident the City's Water Services Department Director, David M. Coleman, will fairly and accurately represent the interests of College Station and all municipalities and water users within the Brazos Valley District, and the City Council pledges that Mr. Coleman will be given adequate time and resources to fulfill every obligation and duty of Board membership; now, therefore,

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

PART 1: That the City Council hereby agrees that membership on the Brazos Valley Groundwater Conservation District Board is essential in meeting the City's Utility Goals.

PART 2: That the City Council hereby designates David M. Coleman, the City's Water Services Department Director as the City's representative to fill the voting member position representing the City of College Station with the Brazos Valley Groundwater Conservation District Board of Directors.

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

RESOLUTION NO. _____

Page 2

PART 4: That the City Council hereby requests the Brazos County Commissioners Court confirm this appointment.

ADOPTED this _____ day of _____, A.D. 2007.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

E-Signed by Carla A. Robinson 
VERIFY authenticity with AdobeH

City Attorney