



Mayor

Ben White

Mayor Pro Tem

Dave Ruesink

City Manager

Glenn Brown

Council members

John Crompton

James Massey

Dennis Maloney

Katy-Marie Lyles

Lawrence Stewart

Agenda

College Station City Council

Regular Meeting

Monday, October 19, 2009 at 12:00 PM

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.
2. Hear Visitors.

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.

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

a. Presentation, possible action, and discussion of minutes for City Council Workshop and Regular meeting, September 24, 2009.

b. Presentation, possible action, and discussion on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY10 in the amount of \$50,000.

c. Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

d. Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY10 in the amount of \$60,240.

e. Presentation, possible action and discussion to approve the Master Cash Management Service Agreement with the City's bank depository, Citibank Texas, N.A.

f. Presentation, possible action and discussion approving a resolution authorizing expenditures for the Brazos Animal Shelter in the amount of \$71,214.

g. Presentation, possible action, and discussion on changes to the City's Homebuyer Down-Payment Assistance Program (DAP) Guidelines.

h. Presentation, possible action, and discussion regarding adoption of a resolution to award contract 09-306 to HDR Engineering Inc in the amount of \$209,500 for a Wastewater Collection System Planning Evaluation.

i. Presentation, possible action, and discussion on a change order to the Design Contract 06-238 with Bleyl and Associates in the amount of \$5,350; for the Westminster Sanitary Sewer Line Extension Project to update the topographic survey and revise the design drawings to reflect current conditions.

j. Presentation, possible action, and discussion of resolutions awarding bids for the installation of roadway traffic markings and traffic control to lowest responsible bidder Highway Technology of Austin, Texas in the amount of \$163,182.50 and, traffic control services to lowest responsible bidder N-Line Traffic Maintenance of Bryan, Texas in the amount of \$18,706.25.

k. Presentation, possible action, and discussion regarding a request for release of lien on 150 Venture Lane currently held by the City.

l. Presentation, possible action, and discussion authorizing the payment of an economic development incentive in the total amount of \$250,000 to Texas A&M University's Texas Institute for Preclinical Studies (TIPS).

m. Presentation, possible action and discussion regarding approval of an Interlocal Agreement between the Cities of College Station, Bryan, and Wickson Creek Special Utility District (WCSUD) in the amount of \$171,833.00 to extend water service to the BVSWMA Twin Oaks Landfill in Grimes County and a payment authorization in the amount of \$16,976.00 for easements assigned to WCSUD related to the water service extension project.

n. Presentation, possible action and discussion regarding approval of Service, Construction and Defined Corporate Easement Application/Agreements between the Cities of College Station, Bryan, and Mid-South Synergy in the total amount of \$54,142.54 to connect electric service to the BVSWMA Twin Oaks Landfill in Grimes County.

o. Presentation, possible action, and discussion on the purchase of a D8T Dozer from Mustang Tractor & Equipment to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$719,000.00.

p. Presentation, possible action and discussion to authorize an increase in funds for professional services rendered in fiscal year 2009 from Coats, Rose, Yale, Ryman & Lee PC for litigation concerning the Brazos Valley Solid Waste Management Agency (BVSWMA) in the amount of \$33,284.46 for a total of \$123,284.46. Approval by the Council of this request will ratify \$33,284.46 expended for additional legal costs associated with this project through September 30, 2009.

q. Presentation, possible action, and discussion to approve an agreement in an amount not to exceed \$60,000 with the legal firm of Nichols, Jackson, Dillard, Hager & Smith, L.L.P. to establish an entity, such as a local government corporation, to own and operate Brazos Valley Solid Waste Management Agency and authorization for the Mayor to execute the agreement.

r. Presentation, possible action, and discussion regarding an amendment to the Economic Development, Drainage and Corridor Beautification Participation Agreement between the City of College Station and Sahara Realty.

Regular Agenda

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

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

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided 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.

4. Presentation, possible action, and discussion regarding construction on the campus of Texas A&M University and their current capital project program.
5. Presentation, possible action, and discussion regarding the potential creation of a "Medical Corridor" in the southern portion of the City.
6. Presentation, possible action and discussion to approve a funding addendum that will authorize expenditures for the Brazos County Health Department in the amount of \$351,500.
7. Presentation, possible action, and discussion on a potential amendment to the Unified Development Ordinance related to architectural standards for municipal facilities that are industrial in nature.
8. Presentation, possible action and discussion on a resolution approving a preliminary official statement, and related material; and on an ordinance authorizing the issuance and sale of City of College Station, Texas General Obligation Refunding Bonds, Series 2009; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.
9. Presentation, possible action, and discussion regarding the approval of a Real Estate Contract for the purchase of 204 - 220 Holleman Drive East.
10. Presentation, possible action, and discussion regarding update to the existing ordinance regulating taxicabs operating within the city limits of College Station.

Monday, October 19, 2009

... Presentation, possible action, and discussion regarding video surveillance cameras recently installed in the Northgate Entertainment District.

12. Presentation, possible action and discussion regarding the College Station Storm Water Management Plan.

13. Council Calendar

- October 19 Annual Chamber of Commerce Banquet at CS Hilton, 6:00 p.m.
- October 20-23 TML 97th Conference in Ft. Worth, Texas, 8:00 a.m.
- October 21 Exploring History Hunch Lecture Series at CS Conference Center Rm 127, 11:30 a.m.
- October 22 Central CS Neighborhood Plan Meeting at Peace Lutheran Church, 6:00 p.m.
- October 26 Community Mtg – Hike & Bike Trail on FM2818 at Peace Lutheran Church, 6:30 p.m.
- October 27 Wind Energy Symposium at Pebble Creek Country Club, 8:00 a.m.
- October 28 Community Covenant Signing Ceremony at Kyle Field, 1:00 p.m.
- November 3 Community Mtg – Bicycle, Pedestrian & Greenways Master Plan, at CS Conf Center, Rm 127, 6:30 p.m.
- November 4 ZBA Public Hearings in Council Chambers, 5:00 p.m.
- November 9 Council Workshop/Regular Meeting in Council Chambers, 12:00 to 4:30 p.m.
- November 9 The Fall of the Berlin Wall 20th Anniversary at George Bush Library & Conference Center, 5:30 p.m.
- November 10-14 NLC Congress of Cities in San Antonio, Texas, 8:00 a.m.

1. 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.

15. Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Committee, Metropolitan Planning Organization, National League of Cities, 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, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, BVSWMA, Signature Event Task Force, (Notice of Agendas posted on City Hall bulletin board).

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

- a. Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation

- b. Sewer CCN permit requests for Brushy & Wellborn Services Areas
- c. Water CCN permit requests for Brushy & Wellborn Services Areas
- d. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- e. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites
- f. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District
- g. TMPA v. PUC (College Station filed Intervention)
- h. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract
- i. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site
- j. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- k. Chavers et al v. Tyrone Morrows, Michael Ikner, City of Bryan, City of College Station, et al
- l. Rogers Sheridan v. Barbara Schob & Greg Abbott
- m. Clancey v. College Station, Glenn Brown, and Kathy Merrill
- n. Legal issues related to the real estate contract between City of College Station and CHSC, Ltd.

Real Estate {Gov't Code Section 551.072}; possible action The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Possible Purchase or Exchange of Property near E. University and Tarrow

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Arctic Wolf Ice Center

17. Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting may be discussed in tonight's Regular Meeting if necessary.

18. Adjourn.

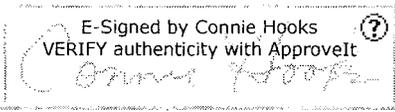
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

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, October 19, 2009 at 12:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 16th day of October, 2009 at 12:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on October 16, 2009 at 12:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this _____ day of _____, 2009 By _____

Subscribed and sworn to before me on this the _____ day of _____, 2009.

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.

Mayor
Ben White
Mayor Pro Tem
David Ruesink
City Manager
Glenn Brown



Councilmembers
John Crompton
James Massey
Dennis Maloney
Katy-Marie Lyles
Lawrence Stewart

Minutes
City Council Workshop Meeting
Thursday, September 24, 2009 at 3:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL PRESENT: Mayor Ben White, Mayor Pro Tem Ruesink, Council members Crompton, Maloney, Lyles and Stewart

STAFF PRESENT: City Manager Brown, Assistant City Manager Merrill, Assistant City Manager Neeley, C Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team

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

Item No. 2b – Council member Stewart inquired if the requested change order for additional design and surveying, work associated with the Southwood 5-7 Utility Rehabilitation Project was completely covered within the budget. Chuck Gilman, Director of Capital Projects responded that the budget included monies to allocate to this project.

Item No. 2k – Mayor Pro Tem Ruesink inquired if a cost analysis was prepared on janitorial services and if it's more cost effective to contract outside services. Director of Public Works stated that the City has hired janitorial services for many years. City Manager Glenn Brown also concurred with Mr. Smith that outsourcing is more cost effective. Staff will look into an analysis for next year.

Item No. 2p - Council member Lyles inquired on the amount of funds to Coats Rose Ryman and Lee for professional legal services for the Weingarten Realty lawsuit through September 30, 2009. City Attorney Harvey Cargill requested Council discuss-in executive session.

2. Presentation, possible action, and discussion regarding a resolution of the City Council of the College Station, Texas approving and setting fees for Parks and Recreation activities and facilities for Calendar Year 2010.

Tony Cisneros, Director of Parks and Recreation presented an overview of fees for calendar year 2010 and the Tiered Priority Structure of the Parks and Recreation Department Priority of Usage Policy. The Parks and Recreation Advisory Board and Staff recommended approval of resolution and fees schedule as submitted. Council expected to hold public hearing and consider resolution on October 8.

Following lengthy discussion, Council gave the following direction to staff:

City Council Workshop Minutes
Thursday, September 24, 2009

1. Recommended a calculation of regular rate for non-residents from 30% to 50% higher than discounted rates for College Station residents and based on proforma to be provided by staff. (4-3 vote)
2. Team membership of 75%/25% for College Station resident teams but higher rate for non-resident players. (6-1 vote)
3. Recommended a joint meeting with Parks & Recreation Advisory Board and City Council to hold discussion on private use and boot camps. (7-0 vote)
4. Recommended staff prepare a final cost service analysis for PARD fees for FY10.

Discussion concluded.

3. Presentation, possible action, and discussion regarding a proposed Highway 6/University Drive Tree Beautification Project update presentation.

Tony Cisneros, Director of Parks and Recreation presented Council an update of the proposed Highway 6/University Drive Tree Beautification Project. Staff requested Council to consider postponing this project indefinitely until such time as funding for the required operations and maintenance were identified.

Options to consider:

1. Proceed with the project and maintain to City standards.
2. Proceed with the project and maintain to State standards.
3. Postpone the project until O&M funding has been identified.

Council member Crompton made a motion to move forward with the proposed Highway 6/University Drive Tree Beautification Project and maintained in a hybrid manner, with concentration of maintenance on exterior of property. Council member Maloney seconded the motion, which carried 5 - 2.

FOR: Mayor Ben White, Mayor Pro Tem Ruesink, Crompton, Maloney and Stewart
AGAINST: Council members Lyles and Massey

4. Presentation, possible action, and discussion on an update regarding the Central College Station Neighborhood Plan and its associated Phase 1 Report.

Lindsay Kramer, Senior Planner presented an update on the progress of neighborhood planning. Staff has begun work on the Central College Station Neighborhood Plan, which area is bounded by Harvey Mitchell Parkway, Texas Avenue, Rock Prairie Road, and Wellborn Road. Staff recommended Council to provide any further direction or clarification deemed appropriate for the Central College Station Neighborhood Plan.

Council directed staff to move forward. No formal action was taken.

6. Presentation, possible action, and discussion concerning the City Internal Auditor's Fiscal Year 2010 Audit Plan.

Ty Elliott, Internal Auditor presented an overview of FY 2010 Audit Plan which included the following.

- Utility Billing Cash Handling Audit
- Purchasing Audit Follow Up
- Municipal Court Cash Handling Audit
- Fuel Asset Management Audit Follow Up
- Parks and Recreation Cash Handling Audit
- Citywide

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

City Council Workshop Minutes
Thursday, September 24, 2009

Council member Massey moved to approve the FY10 Audit Plan. Council member Stewart seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro Tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

5. Presentation, possible action, and discussion on an update regarding the Bicycle, Pedestrian and Greenway Master Plan.

Council pulled item to send back to the Transportation Committee. The remaining Workshop agenda items were discussed following the regular meeting.

10. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

At 5:30 pm, Mayor White announced that the City Council would convene into executive session pursuant to Sections 551.071, and 551.072 of the Open Meetings Act to seek the advice of our city attorney, and to consider the purchase of real property.

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

- a. Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation
- b. Sewer CCN permit requests for Brushy & Wellborn Services Areas
- c. Water CCN permit requests for Brushy & Wellborn Services Areas
- d. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- e. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites
- f. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District
- g. TMPA v. PUC (College Station filed Intervention)
- h. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract
- i. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site
- j. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- k. Chavers et al v. Tyrone Morrows, Michael Ikner, City of Bryan, City of College Station, et al
- l. Rogers Sheridan v. Barbara Schob & Greg Abbott

City Council Workshop Minutes

Thursday, September 24, 2009

- m. Clancey v. College Station, Glenn Brown, and Kathy Merrill
- n. Legal issues related to Economic Development Agreement between City of College Station & Sahara Realty
- o. Legal issues related to the real estate contract between City of College Station and CHSC, Ltd.

Real Estate {Gov't Code Section 551.072}; possible action The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Possible Purchase or Exchange of Property near E. University and Tarrow

11. Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting may be discussed in tonight's Regular Meeting if necessary.

Council returned to open session at 7:00 pm. No action was taken.

12. Adjourn.

The workshop meeting adjourned at the same time as the regular meeting.

PASSED AND APPROVED this October 19, 2009

ATTEST:

APPROVED:

City Secretary Connie Hooks

Mayor Ben White



Mayor
Ben White
Mayor Pro Tem
David Ruesink
City Manager
Glenn Brown

Councilmembers
John Crompton
James Massey
Dennis Maloney
Katy-Marie Lyles
Lawrence Stewart

Minutes
City Council Regular Meeting
Thursday, September 24, 2009 at 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL PRESENT: Mayor Ben White, Mayor Pro Tem Ruesink, Council members Crompton, Massey, Maloney, Stewart

STAFF PRESENT: City Manager Brown, Assistant City Manager Merrill, Assistant City Manager Neeley, City Attorney [redacted], City Secretary Hooks, Deputy City Secretary McNutt, Management Team

Pledge of Allegiance, Invocation, Consider absence request, Hear Visitors

Mayor White called the meeting to order at 7:00 pm with all Council members present. Mayor White led the audience in the Pledge of Allegiance. Fire Chief R.B. Alley provided the invocation.

Hear Visitors:

Lori Ash, 804 Prestwick Court – presented some statistics of red light cameras.

Daniel Dick, Student Senator in TAMU requested Council to allow a representative from TAMU Student Senate as non-voting member on College Station City Council.

Jim Ash, 804 Prestwick Court spoke regarding the city's open records policy and requested Council to review the policy and procedures.

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. Approved a change order to Contract #07-273 in the amount of \$191,838.91 to JaCody, Inc. for construction work associated with Police Department Renovations Project.
- o. Approved a Change Order in the amount of \$48,895 to Bleyl & Associates for additional design and surveying work associated with the Southwood 5-7 Utility Rehabilitation Project.

City Council Regular Meeting Minutes
Thursday, September 24, 2009

- c. Approved an amendment to the contract with the Texas Department of State Health Services for the Mayor's Council on Physical Fitness Grant Contract.
- d. Approved **Resolution No. 09-24-09-2d** on contract with Orion Construction in an amount not to exceed \$114,335.00 for the construction of a new, affordable, single-family residence at 4214 Cripple Creek Court using federal HOME Investment Partnership Grant (HOME) funds.
- e. Approved **Resolution No. 09-24-09-2e** on contract with Orion Construction in an amount not to exceed \$112,435.00 for the construction of a new, affordable, single-family residence at 4284 Hollow Stone Drive using federal HOME Investment Partnership Grant (HOME) funds.
- f. Approved a change order to Contract #09-222 with Fuqua Construction Inc. in the amount of \$11,000 for the development of the improvements at John Crompton Park pond.
- g. Approved an authorized expenditure of funds for FY'10, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000. List of items posted as attachment to the agenda.

Approved a ratification of a purchase order to repair the centrifuge at the Carters Creek Wastewater Treatment Plant in the amount of \$64,885.

- i. Approved a purchase order to DXI Industries for the purchase of liquid chlorine for use in our public water supply. The amount of the purchase order is \$77,220.
- j. Approved a professional services contract with Interra Hydro, Inc., in the amount of \$56,393 for the inspection, condition assessment, and capacity analysis of the Northeast Sewer Trunkline.
- k. Approved a Services Contract with Professional Floor Service and Janitorial for janitorial services for all City offices for an annual expenditure of \$198,343.44.
- l. Approved the first renewal of bid #08-84 to Brazos Paving Inc. in an amount not to exceed \$411,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.
- m. Approved **Resolution No. 09-24-09-2m** on testing and inspecting contract #09-293 with CSC Engineering & Environmental Consultants, Inc. in the amount of \$62,000.00 for the Rock Prairie Road Landfill.
- n. Approved a three month renewal of Excess Liability/Workers Compensation to Star National Insurance Co. for \$69,066 Property/Boiler and Machinery to Affiliated FM for \$22,843 Crime Coverage to Federal Insurance Co. for \$1,140 and EMT Liability to Western World Insurance Co. for \$1,200.

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

City Council Regular Meeting Minutes
Thursday, September 24, 2009

- o. Approved an Interlocal Agreement (ILA) between the City of College Station and Public Employee Benefits Alliance (PEBA) for annual membership.
- p. Approved authorized additional funds for professional legal services provided by Coats Rose Ryman and Lee for the Weingarten Realty lawsuit through September 30, 2009. **(Council Voted Separately)**
- q. Presentation, possible action, and discussion to approve an agreement in an amount not to exceed \$60,000 with the legal firm of Andrews Kurth LLP to perform legal work in connection with the creation of a new Texas local government corporation to own and control the Twin Oaks Landfill and authorization for the Mayor to execute the agreement. **(Council Pulled Item from Agenda)**

Council pulled consent item 2p for separate vote and pulled item 2q for future agenda.

Council member Crompton moved to approve consent items 2a, 2b, 2c thru 2o. Council member Stewart seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

Council member Crompton moved to approve consent item 2p for professional legal services provided by Coats Rose Ryman and Lee for the Weingarten Realty lawsuit through September 30, 2009 in the amount of \$540,000. Council member Stewart seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

Public Hearing, presentation, possible action, and discussion on an ordinance Budget Amendment #1 amending ordinance number 3202 which will amend the budget for the 2009-2010 Fiscal Year in the amount of \$8,094,128 providing annual 12 month appropriation for the Brazos Valley Solid Waste Management Agency (BVSWMA).

Jeff Kersten, Chief Financial Officer presented a brief overview of Budget Amendment #1 on BVSWMA. Staff recommended Council to hold a public hearing on Budget Amendment #1, and approve the budget amendment ordinance amending the budget for BVSWMA by adding the annual 12 month appropriations for BVSWMA in the amount of \$8,094,128.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

Council member Massey moved to approve **Ordinance No. 3208** to amend the Budget for BVSWMA by adding the annual 12 month appropriations for BVSWMA in the amount of \$8,094,128. Council member Lyles seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

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

City Council Regular Meeting Minutes
Thursday, September 24, 2009

Public hearing, presentation, possible action, and discussion on 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 rezoning from A-O Agricultural-Open to a Planned Development District 1.5 acres located at 13601 and 13679 FM 2154, generally located at the intersection of W.D. Fitch Parkway and Wellborn Road.(Case #09-00500161)

Lauren Hovde, Staff Planner presented a UDO rezoning application for an amendment on 1.5 acres located at 13601 and 13679 FM 2154, generally located at the intersection of W.D. Fitch Parkway and Wellborn Road. The P&Z Commission and Staff recommended denial of this request. If Council approves, Staff recommended that the applicant be required to exceed minimum landscaping and buffer standards to alleviate some impact from the development's intensity, that structures on this site be required to have a residential-style pitched roof, not exceeding thirty-five feet in height, and that all setbacks and heights be measured from future back-of-curb estimates based on TxDOT plans for Wellborn Road and W.D. Fitch.

Mayor White opened the public hearing.

Ray Hanson, Developer, 730 Rosemary Dr. presented overview of his proposed development and requested Council to approve this request with the reduction to buffer and variance. He believed-TxDOT will approve the application for the off ramp.

Planning and Zoning Commissioner Paul Greer briefly summarized the action taken by the Planning and Zoning Commissioners at their September 3rd meeting. Motion failed 6 – 0 denying the request for rezoning.

Oliver Bishop, Representative of Property Owner, 1400 Cordell stated if property is not rezoned it will not be marketable and will diminish the character. Also, he stated that the future of the property owner is dependent on the sale of the property.

Linda Tatum, resident of College Station supported the rezoning.

Carmla Harmon, resident of College Station explained to Council the development needed in this area and asked Council to approve applicant's request.

Daniel Dick, Student Senate of TAMU asked Council to approve request due to the number of students in this area and the need for a gas station in this area.

Mayor White closed the public hearing.

Council member Lyles moved to approve the rezoning ordinance amending Chapter 12 from A-O Agricultural Open to a Planned Development District with contingent upon agreement with TxDOT, with pedestrian access, a 6 foot buffer, protecting trees, and landscaping to protect the corridor. Council member Stewart seconded the motion.

Mayor Pro tem Ruesink and Council member Maloney recommended staff to send back to P&Z Commission and to make this property a true PDD.

Council member Lyles withdrew her motion and Council member Stewart withdrew his second.

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

City Council Regular Meeting Minutes
Thursday, September 24, 2009

Council member Crompton moved to deny the rezoning request on 1.5 acres located at 13601 and 13679 FM 2154, generally located at the intersection of W.D. Fitch Parkway and Wellborn Road. Council member Massey seconded the motion, which failed 3 - 4.

FOR: Mayor Pro tem Ruesink, Crompton, Massey and Maloney
AGAINST: Mayor Ben White, Lyles and Stewart

Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance, Section 7.11.B "Categories of Outdoor Storage and Display" of the Code of Ordinances of the City of College Station, Texas regarding outdoor displays of merchandise in non-residential districts.

Jennifer Prochazka, Senior Planner presented a brief overview of a proposed ordinance amending Chapter 12, UDO, "Categories of Outdoor Storage and Display" that will allow retailers the option to identify the location of outdoor display areas during the site planning process and limits the allowable area to no more that 10% of the floor area of the building or 2,500 square feet, whichever less. P&Z Commission and Staff recommended approval of this amendment.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

Council member Stewart moved to approve **Ordinance No. 3209** to amend Chapter 12, of the UDO Section 11.B "Categories of Outdoor Storage and Display" regarding outdoor displays of merchandise in non-residential districts. Council member Massey seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

Public hearing, presentation, possible action, and discussion on an ordinance amendment to Chapter 12, "Unified Development Ordinance", Section 6.2.C, "Use Table" of the Code of Ordinances of the City of College Station, Texas related to types of uses permitted in the C-3 Light Commercial zoning district.

Jennifer Prochazka, Senior Planner presented a proposed ordinance amending Chapter 12, "UDO" of the Code of Ordinance, to a C-3 Light Commercial zoning district with a Conditional Use Permit that is designed to provide locations for commercial sites that are too small for many permitted uses in the C-1 General Commercial District and are moderately low traffic generators that have little impact on adjacent areas or on adjacent thoroughfares.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

Council member Maloney moved to approve **Ordinance No. 3210** to amend Chapter 12, UDO Section 6.2.C, "Use Table" to permit a Commercial Amusement to be located in the C-3 zoning district with a Conditional Use Permit. Council member Lyles seconded the motion, which carried 7 - 0.

OR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles and Stewart
AGAINST: None

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

At this time, Council returned to the Workshop Agenda to complete the items of business.

Council Calendar

Council reviewed upcoming meetings and events.

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 Maloney asked staff to report back on PDD Development Guidelines. Motion seconded by Council member Crompton.

Council member Massey reminded staff of a pending item related to population increase and its effect on city officials' disclosure statements, ETJ issues, etc.

Council member Crompton requested a future agenda item to discuss the Conference Center. Motion seconded by Council member Lyles.

Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, National League of Cities, 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, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, BVSWMA, Signature Event Task Force, (Notice of Agendas posted on City Hall bulletin board).

Massey reported on IGC Committee meeting held this month. Topics related to pandemic flu and a program called Safety City presented by City of Frisco.

Maloney reported on Transportation Committee meeting held this month. Topics related to the committee's recommendation to Council in support of expenditures for signs in school zones prohibiting cell phones. Also discussed was the mailing of brochure to residents on facts related to red light cameras.

Lyles reported on the Health Department Board meeting held this month. Topics related to pandemic flu vaccine

City Council Regular Meeting Minutes

Thursday, September 24, 2009

Adjourn.

Hearing no objections, Mayor White adjourned the meeting at 8:55 p.m. on Thursday, September 24, 2009.

PASSED AND APPROVED this October 19, 2009

ATTEST:

APPROVED:

City Secretary Connie Hooks

Mayor Ben White

October 19, 2009
Consent Agenda Item No. 3b
Budget Approval and Funding Agreement With the George Bush Presidential
Library Foundation

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY10 in the amount of \$50,000.

Recommendation(s): Staff recommends approval of the George Bush Presidential Library Foundation budget and the funding agreement for FY10.

Summary: As part of the 2009-2010 budget process the City Council approved funding for the George Bush Presidential Library Foundation in the amount of \$50,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2009-2010 Hotel Tax Fund budget. A total of \$50,000 is to be used for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station. State law requires that the City Council approve the budget of any organization that is to be funded through Hotel Tax funds.

Attachments:

1. George Bush Presidential Library Foundation Budget (Available in City Secretary's Office)
2. George Bush Presidential Library Foundation Funding Agreement (Available in City Secretary's Office)

October 19, 2009
Consent Agenda Item No. 3c
Investment Policy/Broker-Dealer List/Strategy Resolution

To: Glenn Brown, City Manager
From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

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

Summary: The Public Funds Investment Act requires an annual review and approval of the City's investment policy and investment strategies. The Act further requires the following:

- (1) that the governing body adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies, and
- (2) that the written instrument so adopted records any changes to either the investment policy or investment strategies.

The City's investment policy has been reviewed and certified by the Government Treasurers Organization of Texas (GTOT). GTOT's review committee recommended a few minor changes to the City's policy. City GTOT's letter of distinction and recommended changes is attached. Staff incorporated the recommended changes into the policy. Staff proposes no changes to the existing investment strategy.

An annual review of the City's authorized broker/dealers was performed. All broker/dealers interested in continuing to do business with the City and those that would like to be consider, were required to submit a completed questionnaire. Staff performed an analysis of each firm and the City's investment committee reviewed the results. The investment committee recommends retaining the following firms: Costal Securities, Inc., Vining Sparks, Deutsche Bank Alex Brown, and adding First Southwest Securities and First Empire Securities.

As part of the City's Investment Policy, Council is to review, approve and adopt any modifications to the list.

Budget & Financial Summary: None

Attachments:

Investment Policy and Strategy
GTOT Letter of Distinction and Recommended Changes
Qualified Broker/Dealers
Resolution

City of College Station



Investment Policy

2010

Table of Contents

<i>INVESTMENT STRATEGY</i>	3
<i>I. POLICY</i>	4
<i>II. SCOPE</i>	4
<i>III. INVESTMENT OBJECTIVES</i>	4
Safety	4
Liquidity	5
Yield	5
<i>IV. RESPONSIBILITY AND CONTROL</i>	5
Delegation of Authority	5
Cash Flow Analysis	5
Training Requirement	5
Internal Controls	6
Prudence	6
Ethics and Conflicts of Interest	6
<i>V. SUITABLE AND AUTHORIZED INVESTMENTS</i>	7
Portfolio Management	7
Investments	7
Exemption for Existing Investments	8
Loss of Required Rating	8
<i>VI. INVESTMENT PARAMETERS</i>	8
Maximum Maturities	8
Diversification	9
<i>VII. FINANCIAL INSTITUTIONS AND DEALERS</i>	9
Depository	9
Authorized Brokers/Dealers	10
Competitive Bids	10
Delivery vs. Payment	11
<i>VIII. SAFEKEEPING OF SECURITIES</i>	11
Safekeeping Agreement	11
Safekeeping and Custody	11
Collateralization	11
<i>IX. PERFORMANCE STANDARDS</i>	11
Performance Standards	11
Performance Benchmark	12
<i>X. REPORTING</i>	12
Methods	12
Marking to Market	12
<i>XI. INVESTMENT POLICY ADOPTION</i>	12
<i>QUALIFIED BROKERS/DEALERS</i>	13
<i>GLOSSARY OF COMMON TREASURY TERMINOLOGY</i>	14

INVESTMENT STRATEGY

The City of College Station will pursue a passive investment strategy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the investment officer will attempt to follow a ladder strategy to ensure that the portfolio will have at least one investment maturing every month. Investment priorities are as follows:

1. **Suitability** - Any investment allowed under the Investment Policy is suitable.
2. **Preservation and Safety of Principal** - Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
3. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.
4. **Marketability** - Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.
5. **Diversification** - The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.
6. **Yield** - The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

CITY OF COLLEGE STATION

INVESTMENT POLICY

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City of College Station funds.

I. POLICY

It is the policy of the City of College Station, Texas ("City") to invest public funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all federal, state and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all the financial assets held by the City. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund	Special Revenue Funds
Debt Service Fund	Capital Projects Funds
Enterprise Funds	Internal Service Funds
Permanent Funds	

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. INVESTMENT OBJECTIVES

The City of College Station shall manage and invest its cash with three primary objectives, listed in order of priority: **safety, liquidity and yield**. The safety of the principal invested always remains the primary objective.

Safety

Safety of Principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Liquidity

The City's investment portfolio will remain liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

Yield

The City shall invest funds in investments that earn a competitive market yield consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market yield and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

IV. RESPONSIBILITY AND CONTROL

Delegation of Authority

The Chief Financial Officer or his Designee is designated the City's Investment Officer. The Investment Officer shall be responsible for the investment of funds consistent with this Policy, and shall have the authority necessary to carry out such responsibilities. An investment committee consisting of the Investment Officer and at least two other staff members designated by the City Manager will also be formed. This committee will be responsible for selecting eligible broker/dealers, reviewing, and updating the investment policy annually. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Cash Flow Analysis

Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow analysis will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

Training Requirement

In order to ensure the quality and capability of investment management, the Chief Financial Officer and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;
- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio*, and compliance with the PFIA; and
- attend a training session once every two years and receive not less than 10 hours of training from an independent source approved by the governing board or a designated investment committee.

Internal Controls

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. Annually, the City's independent auditors will review quarterly reports for the fiscal year.

Prudence

Investments shall be made with the judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales. Employees and investment officials shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

On an annual basis, the Investment officials shall sign a statement acknowledging that they are in compliance with Section 2256.005 (1) of the Public Funds Investment Act.

V. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity.

Investments

Acceptable investments under this policy shall be limited to the instruments as described by the Government Code; Chapter 2256, Sections 2256.009 through 2256.011 and Sections 2256.013 through 2256.016 of the Public Funds Investment Act. Investment of funds in any instrument or security not authorized for investment under the Act is prohibited.

• **Authorized**

1. Direct obligations of the United States government: U.S. Treasury Bills, U.S. Treasury Notes, and U.S. Treasury Bonds as well as Bonds or other interest bearing obligations for which the principal and interest are guaranteed by the full faith and credit of the United States government.
2. Federal Agencies and Instrumentalities including but not limited to, discount notes, callables and debentures of the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC).
3. Time Certificates of Deposit, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, in state or national banks. Any deposits exceeding FDIC insurance limits shall be collateralized at 102% of the face amount of the Certificate of Deposit by securities listed in 1 - 2 above and held by the City's custodial bank. Bids for Certificates of Deposit may be solicited orally, in writing, electronically or using any combination of these methods.
4. Repurchase Agreements with a defined termination date of 90 days or less collateralized by securities listed in 1 - 2 above. Collateral must have a minimum market value of 102% of the repurchase agreement, and must be held by the custodian bank or other independent third-party custodian contracted by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.
5. Commercial Paper maturing within 180 days carrying a minimum rating of A-1, P-1 or F-1.
6. AAA-rated Money Market Mutual Funds registered with the Securities and Exchange Commission that invest exclusively in investments described in this section.

7. AAA-rated Investment Pools organized under the Texas Interlocal Cooperation Act that follow the requirements in the Public Funds Investment Act and which have been specifically approved by the City.

- **Not Authorized**

The following security types are not permitted:

1. Obligations whose payment represents the coupon payments of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principle stream from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized Mortgage Obligations (CMO's) that have a stated final maturity date of greater than 10 years; and
4. Any security, the interest rate of which is determined by an index that adjusts opposite to the changes in the Market index (inverse floaters).

Exemption for Existing Investments

Any investment, which was authorized at the time of purchase, shall not be required to be liquidated.

Loss of Required Rating

If any security that requires a minimum investment rating is downgraded below that minimum rating subsequent to purchase, it will no longer be considered an authorized investment. As a result, the City shall take all prudent measures to liquidate the security in effort to preclude or reduce principle loss.

VI. INVESTMENT PARAMETERS

Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two years or less.

Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should be flexible depending upon the outlook for the economy and the securities markets. If conditions warrant, the guidelines below may be exceeded by approval of the Investment Committee.

With the exception of U.S. Treasury securities and authorized pools, the City may not invest more than 30% of the City's investment portfolio with a single financial institution. In addition, the following maximum limits, by instrument, are established for the City's total portfolio:

1. U.S. Treasury Securities	100%
2. Agencies and Instrumentalities	70%
3. Certificates of Deposits	20%
4. Money Market Mutual Funds	30%
5. Repurchase Agreements	20%
6. Commercial Paper	20%
7. Authorized Pools	70%

VII. FINANCIAL INSTITUTIONS AND DEALERS

Depository

At least every five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state and local laws.
- The ability to provide requested information or financial statements for the period specified.
- The ability to meet all requirements in the banking RFA.
- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

The bank depository contract is subject to Council approval. During the term of the contract, additional accounts may be established. Two authorized signers on the City's accounts must approve the establishment of new accounts.

Authorized Brokers/Dealers

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" or regional dealers that qualify under SEC rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification, which shall include the following:

- An audited financial statement for the most recent period.
- Proof of certification by the Financial Industry Regulatory Authority (FINRA).
- Proof of current registration with the State Securities Commission.

Financial institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the qualified representative of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the qualified representative has received and reviewed this Investment Policy, and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City will not enter into an investment transaction with a Broker/Dealer prior to receiving the written agreement described above and current audited financial statements.

Annually, the Investment Committee shall review and revise the list as needed. The Committee will consider any new firms that have submitted the required documentation and review the performance of the previously approved firms. Any modifications to the list will be submitted to Council for their review, approval and adoption.

Competitive Bids

Securities will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment. Security transactions that may be purchased without competitive offers include: a) transactions with money market mutual funds b) local government investment pools and c) new securities still in syndicate and priced at par.

Delivery vs. Payment

All securities transaction, including collateral for repurchased agreements, shall be purchased using the delivery vs., payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

VIII. SAFEKEEPING OF SECURITIES

Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral will be held by a third party custodian designated by the Investment Officer and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Original safekeeping receipts shall be obtained.

Collateralization

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all investments and funds on deposit with a depository bank, other than investments, which are obligations of the U.S. government, its agencies and instrumentalities, and government sponsored enterprises. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less than an amount insured by the FDIC.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted.

IX. PERFORMANCE STANDARDS

Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Performance Benchmark

Given the passive investment strategy of the City, the benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be the average closing yield during the reporting period comparable to the portfolios dollar-weighted average maturity in days.

X. REPORTING

Methods

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer should prepare and submit to the City Council a written report of the investment transactions for all funds of the City for the preceding reporting period. The report must:

- describe in detail the investment position of the City on the date of the report,
- be prepared jointly by all the Investment Officers if the City appoints more than one,
- be signed by all Investment Officials,
- contain a summary statement of each pooled fund group that states the beginning market value for the reporting period and additions and changes to the market value for the period,
- state the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested,
- state the maturity date of each separately invested asset that has a maturity date,
- state the fund for which each individual investment was acquired,
- state all accrued interest payable; and
- state the compliance of the investment portfolio as it relates to this Policy and Investment Act.

Marking to Market

The market values of the City's investments shall be obtained from a reliable outside source, which has access to investment market values. Marketing to Market will be done at least quarterly.

XI. INVESTMENT POLICY ADOPTION

The City's investment policy and investment strategies must be adopted annually by resolution of the City Council even if there are no changes. The policy shall be reviewed annually by the City Council and any changes or modifications made thereto must be approved by the City Council.

QUALIFIED BROKERS/DEALERS

Costal Securities, Inc.

Todd Hendrex
5555 San Felipe, Suite 2200
Houston, Texas 77056
Phone: (713)435-4328

Vining Sparks

Steve Scaramastro
775 Ridge Lake Boulevard
Memphis, Tennessee 38120
Phone: (901)681-1008

Deutsche Bank Alex Brown

Larry Burns
700 Louisiana Street, Suite 1500
Houston, TX 77002
Phone: (832)239-3311

First Southwest Securities

Linda Calloway
300 West 6th Street, Suite 1940
Austin, TX 78701
Phone: (512)481-2040

First Empire Securities

Michael Pappadio
1100 Motor Parkway, 2nd Floor
Hauppauge, NY 11788
Phone: (631)979-0097

INVESTMENT POOLS

TexPool

600 Travis Street, Suite 7200
Houston, TX 77002
Phone: (866)891-7665

TexSTAR

325 North St. Paul, Suite 800
Dallas, TX 75201
Phone: (800)839-7827

DEPOSITORY BANK

Citibank, N.A.

Kathy Lynch
2717 Texas Avenue South
College Station, Texas 77840
(979)260-1482

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Accrued Interest - The accumulated interest due on a bond as of the last interest payment made by the issuer.

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Amortization - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Asked - The price at which securities are offered.

Average Life - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk - The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase - A transaction that calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR) – The official annual report for the City of College Station. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provision, extensive introductory material, and a detailed statistical section.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. It is also known as the interest rate.

Credit Quality - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Discount - The amount by which the par value of a security exceeds the price paid for the security.

Discount Security – Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered immediately available funds.

Federal Funds Rate - Interest rate charged by one institution lending federal funds to the other.

Federal Credit Agencies – Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g. S&L's small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC) – A federal agency that insures bank deposits, currently up to \$250,000 per depository account through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000.

Federal Home Loan banks (FHLB) – The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role similar to that played by the Federal Reserve Bank versus member commercial banks.

Federal National Mortgage Association (FNMA) – A government –sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

Federal Open Market Committee (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System – The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Financial Industry Regulatory Authority (FINRA) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate - See "Coupon Rate."

Interest Rate Risk - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Inverted Yield Curve - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets that includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.) $[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$

Nominal Yield - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

Offer - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Par - Face value or principal value of a bond, typically \$1,000 per bond.

Portfolio - Collection of securities held by an investor.

Positive Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Reinvestment Risk - The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act - Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Secondary Market – A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission – Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Serial Bond - A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund - Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. $(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of \$1,000. Treasury bonds make interest payments semi-annually and the income that holders received is only taxed at the federal level.

Treasury Notes - Marketable U.S. government debt securities with fixed interest rates and maturities between 1 to 10 years. Treasury notes can be bought either directly from the U.S. government or through banks.

Uniform Net Capital Rule - SEC Rule 15C3-1 – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owned to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Volatility - A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P; "V-1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc-" by S&P, "V-10" by Fitch).

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve** - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

Government Treasurers' Organization of Texas

July 24, 2009

City of College Station
Attn: Cheryl Wright
Director of Finance
P.O. Box 9960
College Station, TX 77842

Dear Ms. Wright:

On behalf of the Investment Policy Review Committee, I am pleased to inform you that the Government Treasurers' Organization of Texas has reviewed your investment policy and is awarding the Certificate of Distinction to the City of College Station. Members of the Review Committee congratulate the city for its success in developing a comprehensive written investment policy that meets the criteria set forth in the GTOT Investment Policy Certification Checklist.

Since investment policies require periodic review and modification, we recommend the following changes to the city's policy at the next opportunity:

- Under "Section IV. Training Requirement", begin your sentence with "In order to ensure the quality and capability of investment management"
- Under "Section V." add the following section:
Exemption for Existing Investments – any investment which was authorized at time of purchase shall not be require to be liquidated
- Under "Section IV. Internal Controls", the independent review should include both internal controls and the quarterly investment reports.
- Under "Section X. Marking to Market", state it will be done at least quarterly.
- Under "Section XI. Investment Policy Adoption", the investment policy must be adopted annually even if there are no changes.

Congratulations once again on an excellent policy and thank you for participating in the GTOT certification program. The Certificate of Distinction is being mailed under separate cover and will be effective for a two-year period ending July 31, 2011.

Sincerely,



David Balsamo, Chair
GTOT Investment Policy Review Committee



QUALIFIED BROKERS/DEALERS

Costal Securities, Inc.

Todd Hendrex
5555 San Felipe, Suite 2200
Houston, Texas 77056
Phone: (713)435-4328

Deutsche Bank Alex Brown

Larry Burns
700 Louisiana Street, Suite 1500
Houston, TX 77002
Phone: (832)239-3311

First Empire Securities

Michael Pappadio
1100 Motor Parkway, 2nd Floor
Hauppauge, NY 11788
Phone: (631)979-0097

Vining Sparks

Steve Scaramastro
775 Ridge Lake Boulevard
Memphis, Tennessee 38120
Phone: (901)681-1008

First Southwest Securities

Linda Calloway
300 West 6th Street, Suite 1940
Austin, TX 78701
Phone: (512)481-2040

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY, BROKER/DEALER LIST AND INVESTMENT STRATEGY FOR FISCAL YEAR 2010 AND AUTHORIZING ITS IMPLEMENTATION.

WHEREAS, the goal of the City of College Station is to create an Investment Policy to insure the safety of all funds entrusted to the City, while making available those funds for the payment of all necessary obligations of the City, and providing for the investment of all funds not immediately required in interest bearing securities; and

WHEREAS, the safety of the principal invested shall always be the primary concern of the City of College Station; and

WHEREAS, the management of monies in order to insure maximum cash availability and maximum yields on a short term investment is a primary goal of the City of College Station; and

WHEREAS, the Investment Policy for Fiscal Year 2010 designates the Chief Financial Officer or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds; and

WHEREAS, the Investment Policy FOR Fiscal Year 2010 contains the City's Collateral Policy as required pursuant to Texas Government Code, Chapter 2257.

WHEREAS, the City Council of the City of College Station has reviewed the City's Investment Policy for Fiscal year 2010, Broker/Dealer List for Fiscal year 2010 and the City's Investment Strategy for Fiscal Year 2010; 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 City's Investment Policy, Broker/Dealer List and the Investment Strategy for Fiscal Year 2010.

PART 2: That the City Council hereby approves the designation of the Chief Financial Officer or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds consistent with the City's Investment Policy.

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

ADOPTED this _____ day of _____, A.D. 2009.

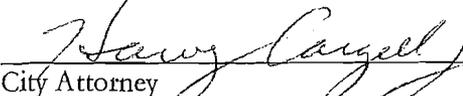
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

October 19, 2009
Consent Agenda Item No. 3d
Funding Agreement With Keep Brazos Beautiful

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY10 in the amount of \$60,240.

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

Summary: As part of the 2009-2010 budget process the City Council approved funding for the Keep Brazos Beautiful in the amount of \$60,240.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2009-2010 Sanitation Fund for the total amount of \$60,240. \$33,240 is to be used for the operations and maintenance of Keep Brazos Beautiful. \$27,000 is to be used for beautification grants and projects of Keep Brazos Beautiful.

Attachments:

1. Keep Brazos Beautiful Funding Agreement (Available in City Secretary's Office)

October 19, 2009
Consent Agenda Item No. 3e
Master Cash Management Service Agreement

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to approve the Master Cash Management Service Agreement with the City's bank depository, Citibank Texas, N.A.

Recommendation(s): Staff recommends approval of the Master Cash Management Service Agreement.

Summary: The Master Cash Management Service Agreement is an agreement that will allow the city to take advantage of supplemental services offered by Citibank. One such service is payee positive pay, a check fraud detection service. Payee positive pay provides greater fraud detection by matching the payee name, check number and check amount. This service is supported through Citibusiness on-line and provides the ability to reject a fraudulent check before it is deducted from a bank account. The City currently uses a method called reverse positive pay as a preventive control to check fraud.

Budget & Financial Summary: None.

Attachments:

1. Master Cash Management Service Agreement

City of College Station ("Client")

1. **Introduction.** Client has engaged Citibank, N.A. to perform the services (collectively, the "Services") selected by Client on the set-up forms signed by one or more authorized representatives of Client (each an "Authorized Representative") and delivered to Bank. The Services are more specifically described in the supplements to this Agreement (collectively, the "Supplements"), in the CitiBusiness® Online Agreement, in the user guides, user manuals and other user materials, including amendments or updates, provided by Bank to Client (each a "User Guide"). Any reference to this Agreement shall be deemed to include this Master Cash Management Service Agreement, the Supplements, the CitiBusiness Online Agreement, the set-up forms and the User Guides unless otherwise stated. This Agreement applies between the Client, Citibank, N.A., and each Citibank entity, Citibank financial center, subsidiary, affiliate or Processor (as later defined) providing a service. In this Agreement and all Supplements to this Agreement, "Bank" includes all or any (as the context may permit) of such Citibank entities, financial centers, representative offices, subsidiaries, affiliates or Processors (as later defined). Bank will, where applicable, supply the relevant Supplement, CitiBusiness Online Agreement or User Guide to Client prior to the provision of the Service. Unless otherwise agreed, the Supplement, CitiBusiness Online Agreement or User Guide shall be deemed accepted by Client upon provision by Bank of a Service.

For certain Services selected by Client, Client must sign and deliver to Bank the Bank's standard form agreement for that Service and the applicable set-up forms before the Service will be available to Client. To the extent any term or provision of this Agreement directly conflicts with any term or provision of any other agreement with respect to a Service, the term and provision of such agreement shall control. Unless otherwise provided, to the extent any provision of this Agreement conflicts with the CitiBusiness Online Agreement or any Supplement, the provision of the CitiBusiness Online Agreement or Supplement will control. To the extent any term or provision of this Agreement conflicts directly with any term or provision of the User Guides or the CitiBusiness Client Manual, with respect to a Service, the provision of this Agreement (including any Supplement) will control.

The User Guide for each Service shall describe the various means by which the Client may communicate with Bank in connection with such Service. Those means may include, without limitation, the use of computer software ("Software") licensed or sublicensed by Bank to Client ("License") or the use of an Internet connection. If applicable, Client shall select on the set-up forms for a particular Service a means of communicating with Bank in connection with that Service (each, a "Communication Link"). Multiple Communication Links may be selected for certain Services, as more specifically described in the User Guides. Information and instructions may be sent and received by Client through those Communication Links.

Client acknowledges and agrees that Bank may arrange to provide Software, if required, and/or may arrange for the Services covered by this Agreement to be performed or provided by third party processors, including its affiliates (each a "Processor"). Client further agrees that any such Processor is a third party beneficiary of this Agreement and as such is entitled to rely on, and avail itself of, the provisions of this Agreement as if it was Bank, including, without limitation, the limitations on liability and the indemnities described in this Agreement.

2. **Client Representations.** Client represents and warrants to Bank that (i) it is duly organized and validly existing, and is in good standing in every jurisdiction where it is required so to be; (ii) it has the authority to execute and deliver this Agreement; (iii) the officers executing and delivering this Agreement and the set-up forms for and on behalf of Client, are duly authorized to do so; (iv) any consent, authorization or instruction required in connection with this Agreement and each Supplement has been provided by any relevant third party; Bank may rely upon the authority of each Authorized Person for all purposes until Bank has received written notice acceptable to it of any change from an Authorized Person and Bank has had a reasonable time to act thereon (after which time it shall rely upon the changed version); (v) any act required by any relevant governmental or other authority in connection with this Agreement has been or will be done (and will be renewed if necessary); (vi) its performance of this Agreement and use of the Services will not violate any applicable law, regulation or other requirement; (vii) this Agreement is a legal, valid and binding obligation; Bank, in accepting this Agreement, is acting and relying upon the foregoing representations and warranties.
3. **Fees.** Client agrees to pay Bank the fees and charges for all the Services as calculated according to the fee schedule Bank furnishes to Client, and for any other fees and charges not covered under such fee schedule for any requested or required special service or handling, free from deductions and exclusion of Value Added Tax or any equivalent tax from time to time in force, which will be the responsibility of the Client, except for taxes measured by the net income or net worth of Bank (collectively, the "Fees"). If Client is required by the laws of any relevant jurisdiction to make any deduction or withholding from any fees, interest or other amounts, on account of tax or other charges, the Client shall withhold the same and pay it to the relevant authority, and shall pay Bank such additional amount as may be necessary to ensure Bank receives an amount equal to the amount it would have received had no such deduction been made. Bank may periodically amend its fee schedule without prior notice to Client. Unless other arrangements are made for payment of the Fees, Bank will automatically debit an account maintained by Client with Bank in the amount thereof.
4. **Security Devices.** Client will use the Services and the Software (if applicable) in accordance with this Agreement and any User Guide provided to Client, including without limitation, the codes, encryption, passwords, digital signatures and certificates and other security devices, systems and Software ("Devices") used or assigned in connection therewith, as more fully described in the Agreement or User Guides. Client agrees to comply with any additional security, procedures or practices ("procedures"), which may be implemented by Bank for a particular Service. Bank may assume that each inquiry and instruction received by Bank in connection with the use of the Devices or received in good faith through a Communication Link is a genuine, valid and authorized inquiry or instruction of Client made by an Authorized Representative. Client shall be responsible for any liability, loss, or damage resulting from Bank's actions taken in accordance with instructions to Bank from unauthorized persons when accompanied by the applicable Devices.

5. Performance. Unless the same have already been delivered, the Client shall deliver upon its acceptance of this Master Cash Management Service Agreement and from time, to time, as appropriate, the name and specimen signature of a person or persons (each an "Authorized Person") duly authorized by the Client on its behalf to enter into this Master Cash Management Service Agreement and any required Service Agreement, to take any action in connection with any Service and/or to designate any other person to do any such thing, together with any other document Bank may require, including a letter signed by an appropriate officer, or equivalent documentation, certifying the authorization of the Authorized Representative and the authenticity of the signature.

Bank is authorized to act on any Communication and provide any Service using any payment system or intermediary bank it reasonably selects. Bank's performance is subject to the rules and regulations from time to time of any intermediary organization or entity through which it acts on Communications and provides Services. Any obligation of Bank relating to an account of the Client or to a Bank letter of credit or confirmation is subject to the laws and regulations applicable in the jurisdiction where the account is held or such letter of credit or confirmation is issued (including those related to exchange control) and shall be enforceable only against the financial center, subsidiary or affiliate of Bank where the account is held or such letter of credit or such confirmation is issued, at the sole place of payment.

Bank shall only be obligated to make payments in respect of an account, letter of credit or confirmation in the currency in which that account, letter of credit or confirmation is denominated. Any obligation of the Client relating to a Bank letter of credit or confirmation issued for the account of the Client is payable on substantially conforming documents and subject to the laws and regulations where the Bank letter of credit or confirmation obligation is issued. Reimbursement, documentary collection and letter of credit related services are subject to the international guidelines and procedures promulgated by the International Chamber of Commerce in effect at that time of performance.

6. Notices. Except as otherwise provided in this Agreement, all notices and other communications by Client or Bank shall be in writing and, if to Client, addressed to Client's primary mailing address as shown on Bank's records at such time, and if to Bank, addressed to Citibank Cash Management Corporate Services, Department Head, 666 Fifth Avenue, 3rd Floor/Zone 19, New York, N.Y. 10103, or at such other address as Bank may specify in writing. Any notice or communication to Bank will be effective when Bank has actually received, and has had a reasonable time to act on it. Any notice or communication to Client will be effective as stated in the notice or communication. Client further acknowledges and agrees that certain notices and communications may be provided to Client by telephone, telecopy or electronic transmission at the telephone number, telecopy number or other location or number as shown on Bank's records.

Bank may rely on all notices, instructions and other communications sent to Bank via telecopy or electronic transmission as though they are originals. Without limiting the foregoing, Bank is entitled to rely on any notice, communication or instruction believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Representative of Client.

Any addition, deletion or change to any set-up forms for any Services requested by the Client must be submitted in a form acceptable to the Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to Client that such addition, deletion or change has been implemented, which the Bank agrees to do within a reasonable period of time.

7. Limitation on Liability; Indemnification. Bank's liability to Client for any loss or damage arising from or relating to this Agreement or any of the Services or the Software or any technical computer service including Software installation or de-installation performed by Bank, or Client's use thereof, regardless of the form of action, shall be limited to direct damages attributable to Bank's willful misconduct or gross negligence, and in no event shall Bank be liable for (i) any punitive, indirect, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages, (ii) the acts or omissions of a third party servicer or vendor used by Client or Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith, or (iii) any loss, cost, expense, or damage to Client in connection with any Communication Link, Software, or any technical computer service, including Software installation or de-installation performed by Bank, or Client's or Bank's use thereof. Client further specifically agrees that Bank will have no liability for any disruption of its computer systems or loss of business information. Bank will not be responsible for determining the compatibility of any installed Software with other system components or for any failure of any technical servicing or Software installation to provide access to the particular cash management service which servicing or Software installation was intended to make available.

Unless otherwise precluded by applicable law, Client agrees to indemnify and hold Bank harmless from and against any and all claims, loss or damage of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly from Client's use of the Services, any Communication Link or the Software, any technical computer service, including Software installation or de-installation performed by Bank, or any other matters related to this Agreement; provided, however, that Client shall not be obligated to indemnify Bank for claims, loss or damage attributable to Bank's gross negligence or willful misconduct. This indemnity will survive the termination of this Agreement. Client agrees that it will not assert any claims against Bank based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any Communication Link, Software or Client's possession or use thereof or any technical computer service including, but not limited to, Software installation or de-installation performed by Bank.

8. Reconciliation. Client will inspect all information provided by Bank in connection with the Services. Client agrees to promptly, by telephone and in writing, notify Bank of any errors in such information or any discrepancies between its records and the information, statements or confirmations of transactions provided by Bank or otherwise made available to Client. If Client fails to notify Bank of any such error or discrepancy within 10 days of the date on which such information is received by or otherwise made available to Client, then Client agrees that Bank will not be liable for any losses resulting from Client's failure to give such notice or any resulting loss of interest relating to any funds transfers. If Client fails to notify Bank of any such error or discrepancy within 30 days of the date on which such information is received by or otherwise made available to Client, then Client shall be precluded from asserting such error or discrepancy against the Bank. Notwithstanding the foregoing, Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said 30 day period.

9. **Representations and Warranties.** BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SERVICES, BANK'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, OR THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY BANK. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THE AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY SALES REPRESENTATIVE IN CONNECTION WITH THE SERVICES, THE SOFTWARE, ANY COMMUNICATION LINK OR THIS AGREEMENT, SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.
10. **Confidentiality.** The products, Services, software, (if any), data and any information provided to or obtained by the Client in connection with this Agreement or any Supplement or User Guide ("Bank Information") is the exclusive, valuable and confidential property of Bank and/or any of its relevant licensors or suppliers as the case may be. Client agrees to safeguard and not disclose to any third party (a) the terms of the Agreement, including, without limitation, the User Guide(s), Procedures, including any Devices used in connection therewith, and the payment and pricing terms or fees for the Services, or (b) if applicable, the Software or any part thereof; in each case whether or not Bank is then performing Services for Client. Client agrees to limit the internal access, disclosure and distribution of such information to its employees, agents or representatives who have a need to know such information and will at all times have appropriate policies in effect to ensure the confidential status of such information. Client will be responsible for the acts and omissions of its employees, agents or representatives with respect to the confidential information. Client will promptly notify Bank (with confirmation in writing) of any compromise or disclosure, or reasonable suspicion of compromise or disclosure, of any Bank Information or of any security breach, including any unauthorized use or possession of the Devices or the Software. To the extent not prohibited by applicable law, the Client authorizes the transfer of any information relating to the Client to and between the financial centers, subsidiaries, representative offices, affiliates, Processor and agents of Citibank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to the Client (including for data processing purposes), and further acknowledges that any such financial center, subsidiary, representative office, affiliate agent or third party shall be entitled to transfer any such information as required by any law, court, regulator or legal process.
11. **Force Majeure.** Notwithstanding any other provisions of this Agreement, Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause. Bank will not be liable or responsible for the acts or omissions of any other financial institution or any third party, including any Processor, as defined herein, or for any inaccuracy or omission in a notice or communication received by Bank from Client, another financial institution, any Processor, or any other third party. In addition, Bank shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Bank shall not be liable for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which it is required to act, as it shall determine.
12. **Advertising.** Neither the Client nor Bank shall display the name, trademark or service mark of the other without the prior written approval of the other nor will the Client display that of Citigroup, Citicorp or any subsidiary of either without prior written approval from Citigroup, Citicorp or the subsidiary concerned. The client shall not advertise or promote any Service without Bank's prior written consent.
13. **Termination.** This Agreement will continue in full force and effect until terminated. This Agreement, any Service or Licenses, if any, provided hereunder, may be terminated at any time by either party upon at least ten (10) days prior written notice to the other party. Bank may terminate this Agreement immediately or refuse to perform any Service upon written notice (including telecopy) to Client in the event of (i) Client's breach of a material obligation under this Agreement or applicable law (including nonpayment of any Fees or other obligations under this Agreement), (ii) Client's insolvency, receivership or voluntary or involuntary bankruptcy, or the institution of any proceeding therefor, or any assignment for the benefit of creditors, or if in the good faith opinion of Bank, the financial condition of Client has become impaired, or does not meet Bank's criteria for performing any particular Service, or Client has failed to comply with Bank's request for credit-related information or assistance or (iii) Client's default under any agreement or instrument relating to indebtedness owed by Client to Bank or an affiliate of Bank, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of such indebtedness. Even if this Agreement is terminated, it shall continue in full force and effect as to all transactions that occurred, or which Bank began processing, prior to such termination. All provisions relating to the rights and obligations of the parties will continue to survive the termination of this Agreement. Upon termination of this Agreement, all Services and any Licenses shall automatically terminate, and Client will immediately return to Bank any Software and all User Guides, Procedures, documentation and other materials provided to Client hereunder, and Client will promptly pay to Bank all sums due or to become due under this Agreement.
14. **Assignment.** Neither the Client nor Bank may assign or transfer any of its rights or obligations under this Agreement or any Service Agreement without the other's prior written consent, which consent will not be unreasonably withhold or delayed, provided that Citibank may at any time assign or transfer any or all of its rights, duties or obligations under this Agreement or any Service Agreement to its parent, an affiliate or subsidiary and the Client hereby consents to any such assignment or transfer and agrees to enter into any agreement which Client may reasonably request to effect such assignment or transfer.

15. General Provisions.

- (a) The Client and Bank may agree to certain Procedures and Devices designed to verify the origination (but not errors in transmission or content, including discrepancies between account names and numbers) of information, instructions, orders and other communications (each a "Communication"). The Client and Bank acknowledge the risk associated with transmitting Communications and will comply with the Procedures and Devices in connection with each Communication. If Bank takes any action not provided in the Procedures and Devices in connection with any Communication, such additional action shall not be deemed to become part of the Procedures.
- (b) If Bank complies with the Procedures in respect of a Communication, Bank shall be entitled to act on that Communication and shall not be obliged to verify the content of such Communication, to establish the identity of the person giving it or to await any written confirmation of the Communication to be given by the Client. In addition, provided Bank complies with the Procedures, Bank shall not be liable for acting on, and the Client agrees to be bound by, any Communication sent in the name of the Client (whether or not authorized). Bank may act on a Communication by reference to the account number only, even if the name on the account is also provided.
- (c) Bank is not obliged to act on a Communication that is not transmitted in accordance with the Procedures. Bank may act on an incomplete Communication where, in Bank's reasonable opinion, it contains sufficient information. Bank has no duty to discover, and shall not be liable for, errors or omissions made by the Client or the duplication of any Communication by the Client.
- (d) Bank may refuse to execute any Communication where Bank reasonably doubts its contents, authorization, origination or its compliance with the Procedures. Bank shall provide prompt notice, which may be by telephone, to the Client of any such rejected Communication.
- (e) If the Client informs Bank that it wishes to recall, cancel or amend a Communication after it has been received by Bank, Bank may use its reasonable efforts to assist the Client to do so, but shall not be liable for any loss, cost or expense suffered by the Client if Bank does not, or is unable to, amend, cancel or recall that Communication. Unless otherwise precluded by applicable law, the Client hereby agrees to indemnify Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Client to recall, cancel or amend a Communication.
- (f) Bank may, in its sole discretion, perform credit reviews of Client in accordance with Bank's credit criteria. Client shall, upon Bank's request, provide Bank with any credit-related information and assistance as the Bank may require to perform any such review.
- (g) No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under this Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of this Agreement will operate as a waiver of any prior, current or subsequent breach. No waiver, breach, right or remedy will be effective unless made in writing.
- (h) The Bank is authorized (but is not obligated) to record electronically and retain telephone conversations between the Client (including its purported Authorized Representatives) and the Bank for security and quality of service purposes.
- (i) This Agreement constitutes the final and complete agreement between Bank and Client with respect to the Services and any required Software, and supersedes all other oral or written agreements, understandings and representations. Bank may amend this Agreement upon written notice to Client. Any such amendment will be effective no earlier than 10 days after such notice is sent to Client in the manner described herein. Headings are for reference only and are not part of this Agreement.
- (j) This Agreement is binding upon and shall inure to the benefit of Bank and Client and their respective successors and assigns, and shall be construed and interpreted in accordance with federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state (or District of Columbia) where your Citibank financial center is located, without regard to its conflict of law provisions. Even if a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.
- (k) Bank and Client hereby agree that either party may produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this Agreement or any Service Agreement and the Client hereby agrees to Bank's telephonic or electronic monitoring or recording for security and quality of service purposes.
- (l) The authoritative text of this Agreement, any Service Agreement the Materials and all related documents and notices is in English. Any translation from the English is for convenience only.
- (m) Unless otherwise precluded by applicable law, Bank and Client each irrevocably waive any right to trial by jury in any proceeding related to this Agreement.

16. City of College Station is a Texas Home Rule Municipal Corporation and nothing in this Agreement waives or relinquishes City's right to claim any exemptions, privileges, or immunities as may be provided by law.

This Agreement is signed and agreed to as of _____.

City of College Station
Client Name

CITIBANK, N.A.

By: _____

By: Kathy Lynch

Name: Ben White

Name: Kathy Lynch

Title: Mayor

Title: VP President

By: _____

Name: Connie Hooks

Title: City Secretary

EXECUTED in triplicate originals this _____ day of _____, 20____,
by **CITY**.

CITY OF COLLEGE STATION

BY: _____

City Manager

Date: _____

APPROVED:

Chief Financial Officer

Date: _____



City Attorney

Date: _____

October 19, 2009
Consent Agenda Item No. 3f
Authorize Animal Shelter Funding Resolution

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion approving a resolution authorizing expenditures for the Brazos Animal Shelter in the amount of \$71,214.

Recommendation(s): Staff recommends approval of the resolution funding in the amount of \$71,214 to the Brazos Animal Shelter.

Summary: On September 10, 2009 Council approved the FY10 proposed budget, which included funding for the Brazos Animal Shelter. An Interlocal Agreement was approved on October 22, 1991 and amended July 27, 1999. On September 13, 2001, the Council approved another amendment to the Interlocal Agreement providing for the extension of a lease with the City of Bryan. The allocation for the current FY10 funding is based on an updated ILA that was approved by City Council on September 25, 2008.

Budget & Financial Summary: Funds are available and budgeted in the General Fund in the Police Department Uniform Patrol division budget. Payments are made in equal installments on a monthly basis.

The \$71,214 is the same level of funding as was provided in FY 09. The Brazos Animal Shelter requested a 5%, or \$3,561, increase in funding. This increase is not included in the FY 10 budget.

Attachments:

1. Resolution

RESOLUTION NO. _____

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

WHEREAS the City of College Station entered into an Agreement for Animal Shelter Services with the Brazos Animal Shelter on September 25, 2008.

WHEREAS Section 2 of the Agreement says the City shall pay a fee for Animal Shelter Services to be established annually by separate resolution; now, therefore,

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

Part 1: That the City Council of the City of College Station authorize the expenditure for Fiscal Year 2009-2010 in the amount of \$71,113, to be payable in 12 equal installments of \$5,926.08.

Part 2: That funds are budgeted and available in the Fiscal Year 2009-2010 Approved Budget in the General Fund Police Department Budget.

Part 3: That this resolution is to be effective for the 2009-2010 Fiscal Year from October 1, 2009 – September 30, 2010.

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

ADOPTED this _____ day of _____, A.D. 2009.

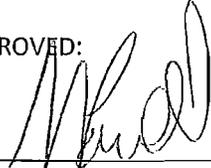
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

October 19, 2009
Consent Agenda Item No. 3g
Homebuyer Down-Payment Assistance Program (DAP) Guidelines

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion on changes to the City's Homebuyer Down-Payment Assistance Program (DAP) Guidelines.

Recommendation(s): Staff recommends approval of the revised guidelines.

Summary: Staff is proposing the revised Down Payment Assistance Program (DAP) Guidelines, which utilize HOME Investment Partnership Program grant funds to aid low- to moderate-income homebuyers with down payment and closing cost assistance. These changes will allow the Economic and Community Development Director more discretion in his/her ability to increase DAP assistance for an applicant purchasing a property from the City's Department of Economic and Community Development or Community Housing Development Organizations to above \$14,999 if necessary to accomplish other City or program objectives. Director discretion in regards to the loan amount may also be used upon significant demonstration of extraordinary circumstances. The ability to offer a greater subsidy amount to applicants interested in City developed homes is needed in order for staff to sell homes in a more efficient manner. This change will allow certain successful applicants to purchase a City developed home when they were unable to do so previously while still allowing the City to recapture funds efficiently for further use in the community.

Budget & Financial Summary: Federal HOME Investment Partnership Grant (HOME) funds are used to provide homebuyer down payment assistance to eligible applicants. The proposed guideline revisions will strengthen the City's overall position in regards to long-term sustainability of the program.

Attachment:

Attachment 1 – Revised Down Payment Assistance (DAP) Guidelines

**CITY OF COLLEGE STATION
DOWN-PAYMENT ASSISTANCE PROGRAM
Proposed Guidelines 10-19-2009**

PROGRAM GUIDELINES

Unless herein stated otherwise, the general operating procedures contained in 24 CFR Part 92 (Home Investment Partnerships Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station Down-Payment Assistance Program (DAP) is funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. Additionally, the City may utilize other local, state, or federal resources that become available.

DAP is designed to assist income-eligible homebuyers with the purchase of affordable single family residential properties located within the City of College Station for owner-occupied, homestead use only. DAP financial assistance shall be limited to providing qualified applicants with down payment/principal reduction and/or closing cost assistance under the provisions of 92 CFR § 92.254 qualification as affordable housing: homeownership. This may be accomplished in part by developing, with City Council approval, affordable single-family units to be made available to program eligible families.

The basic goals of the Down-Payment Assistance Program are:

- To provide homeownership opportunities for low income individuals and families
- To expand the supply of decent housing available to low-income homebuyers.
- To provide homeowner training and homebuyer counseling activities to low-income homebuyers.

DAP financial assistance shall be provided using deferred loans which, to the extent proceeds are available from the transaction, are fully repayable upon sale of the property. This assistance is combined with conventional permanent financing offered by private sector lenders (i.e., banks, thrifts, or mortgage corporations). Seller/owner financing is not permitted, except for applicants applying under the Habitat for Humanity homebuyer program. DAP will provide a maximum of \$10,000, not to exceed 10% of the sales price, for one to four-person households, or a maximum of \$14,999, not to exceed 20% of the sales price for five (5) person or larger households, provided that the amount of assistance does not decrease the debt/income ratio for Principal, Interest, Taxes, and Insurance (PITI) below 20% of gross monthly income or increase the amount of assistance beyond the maximum 221(d)(3) limit as published by HUD for qualified applicants purchasing eligible properties in the City of College Station. For all applicants purchasing properties developed by the City's Department of Economic and Community Development or Community Housing Development Organizations (CHDOs), the maximum amount of DAP assistance will be, in most circumstances, 20% of the sales price, generally not to exceeding

\$14,999, provided that the amount of assistance does not decrease the debt/income ratio for PITI below 20% of gross monthly income. The maximum purchase price shall not exceed the maximum published FHA mortgage limit (203b limit). At his/her sole discretion, the Economic and Community Development Department Director may increase the amount of DAP assistance to above \$14,999 for an applicant purchasing properties developed by the City's Department of Economic and Community Development or CHDOs if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.

DAP assistance will require a lien by the City of College Station. DAP homebuyers must contribute a minimum of 1.5% of the sales price to the purchase of properties, except for applicants applying under the Habitat for Humanity homebuyer program. At the discretion of the Economic and Community Development Department Director, this requirement may be waived.

Participating lenders must provide escrow services to buyers for insurance and tax payment purposes. The City will not participate in purchases where the mortgage lender's interest rate exceeds the local average mortgage rate by more than one and one-half additional percentage points. Additionally, lender mortgages of less than fifteen (15) years will not be eligible for participation in the DAP Program.

B. HOME BUYER ELIGIBILITY CRITERIA

Eligible applicants of DAP financial assistance must meet the following qualifications:

1. An applicant must have a gross income of less than eighty (80) percent of the Bryan/College Station area median income as established by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income). Applicants will not be eligible for DAP assistance if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded.
2. Participants will be required to certify at the time they acquire an ownership interest in the unit that they intend to occupy the unit as their principal residence. Occupancy will be determined through verification of utility consumption, and other verifications determined to be acceptable by the City, on an annual basis.
3. Credit and Employment Standards
 - a. Qualified applicants will have an average FICO credit score of no less than 600, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two (2) years. This provision does not apply to applicants applying under the Habitat for Humanity homebuyer program. The Economic and Community Development Department Director may waive this requirement if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.
 - b. Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the

requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of six (6) months.

- c. Student loans which are currently deferred at the time of application will be included in the debt ratio calculation as if in repayment status.
4. Citizenship: In order to receive DAP assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified Alien status will be verified by the U.S. Citizenship and Immigration Services Division of the Department of Homeland Security.

C. ELIGIBLE PROPERTY CRITERIA

Property eligible for purchase under DAP is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: homeownership) and as follows:

1. The DAP will be implemented on a city-wide basis within the city limits of the City of College Station.
2. All single-family property, located within the above mentioned boundaries. The definition of "single-family" property includes individually owned townhouse units, homeplexes and condominium units, but excludes mobile homes, duplexes and quadrplexes.
3. Only property that is debt-free and has an otherwise clear title on the date it is acquired by an applicant is eligible.
4. All eligible DAP properties shall not exceed 95 percent of the maximum amount insurable under Section 203(b) of the National Housing Act (FHA lending limit) for the Bryan/College Station area.
5. Eligible properties must not be tenant-occupied on the date of the execution of the Earnest Money or Sales Contract, unless the occupant is the buyer.
6. Properties constructed prior to 1978 must have passed a lead-based paint risk assessment by a State of Texas-licensed Lead Risk Assessor.

D. LOAN INSTRUMENTS

DAP shall use two (2) basic loan instruments (promissory note and deed-of-trust) to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds). The intention of the DAP loan instrument is to provide supplemental financial assistance when combined with permanent financing.

Affordability shall be determined, except in the case of purchases through the Habitat for Humanity homebuyer program, by ensuring the total PITI (principal, interest, taxes, and insurance) payment

(front ratio) is not less than 20% but not more than 35% of the monthly income of the eligible DAP homebuyer. With lender approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the buyer's ability to handle higher payments. The maximum total debt-to-income ratio (back ratio) is 45% (participating lenders may require a lower percentage). The City of College Station shall not participate in loan packages that have mortgages that are not fully amortizing ("balloon" mortgage) or contain negative amortization. Mortgage interest rates must be fixed for the full loan term. Interest rate buy-downs are not permitted. A maximum of 30% of the program assistance may be used for closing costs, except prepaid taxes or mortgage insurance. The remaining 70% must be applied directly to the down payment. Any Mortgage Credit Certificate Tax Credits claimed by the applicant will not be included in the debt ratio calculation.

DAP loan instruments shall require that the property must be maintained to meet all applicable City codes, including community appearance standards and code enforcement ordinances.

Deferred Loan

Affordability Period: 5 years

Amount:

1 – 4 person households:	10% or \$10,000 maximum
5 + person households:	2010% or \$14,999 maximum
City or CHDO properties:	2010% or \$14,999 maximum (or as established by Director)

Formatted: Font: 11 pt

Repayment Due:

100% upon sale (to the extent proceeds available)

Lien holder Position:

Second

Refinancing:

Allowed for payment, term, or interest rate reduction. No cash-out refinance allowed.

Owner Occupancy Required:

On the date the homebuyer ceases occupying the property as a primary residence (i.e., rental, gift, death, abandonment), the deferred loan will become due and payable to the City (except for deployed military personnel.)

Except in the case of purchases under the Habitat for Humanity homebuyer program, the City shall have the prior right to purchase the ownership interest in the property from the initial DAP homeowner for the amount specified in a firm contract between the homeowner and the prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

Military Deployment - In the event that the homebuyer is deployed on active duty, the homebuyer may, at their discretion, rent the home during the time of deployment to an income-eligible applicant if the homebuyer's monthly mortgage payment will exceed 30% of gross monthly income after deployment. The maximum rent will be determined by published maximum HUD rents for the area. The City of College Station Department of Economic and Community Development will verify income eligibility of the rental applicant and will file a copy of the deployment orders in the homebuyer's client file. If the home is rented to an income-eligible applicant, or is occupied by the homebuyer's dependents, the DAP loan will continue to be deferred.

E. HOUSING QUALITY PLAN

1. Economic and Community Development Departmental staff, who are experienced in conducting inspections of housing units for health and safety standards will complete inspections of all proposed units for conditions posing a health or safety threat to occupants prior to approval of the unit for transfer to the homebuyer.
2. All DAP funded properties must meet all requirements under 24 CFR § 92.251(a) (Property standards) prior to closing.
3. Subject properties will be reviewed with regards to environmental issues as required by federal guidelines in 24 CFR § 92.352 (Environmental review) Properties not eligible for federal assistance due to environmental hazards will be ineligible for this program.

F. DAP HOMEBUYER AND HOMEOWNER COUNSELING PROGRAM

The Homebuyer and Homeowner Counseling Program will provide a full range of services, advice, and assistance to potential homebuyers to assist them in meeting the responsibilities of home ownership.

1. An **Intake Interview** will be conducted between the counselor and the prospective homebuyer once the application has been completed and reviewed by the counselor. The counselor will obtain and document sufficient information on the nature of the applicant's housing needs to determine the applicability of housing counseling, the type of assistance needed, and to establish a case action plan.
2. The counseling session will cover housing selection, Fair Housing laws, purchase procedures, real estate and mortgage terminology, types of financing and assistance programs, and the rights and responsibilities of homeowners.
3. The counseling session will also provide training to enhance home management skills, including money management, comparative shopping, use of credit, debt management and homeowner's insurance and property taxes. A review of the homebuyer's income and expenses and the development of a budget will be covered.
4. The counseling session will provide instruction/information on property care and maintenance, simple home repairs, and housing codes and enforcement procedures.

5. Information regarding reducing energy waste, developing an energy conservation lifestyle, energy audits, tax credit information, low cost weatherizing instructions, product fraud prevention, and safety information will also be provided.
6. Post-Occupancy Counseling will be offered upon request to the homebuyer after the purchase of the home. This counseling will also be available to assist in resolving problems between the mortgagee and the home buyer and will provide appropriate referrals to other agencies, as needed.

G. APPLICATION PROCESS

Persons having previously completed homebuyer assistance evaluations and counseling with staff will be given priority. Interested applicants will be given application and verification forms and instructions for completion. Staff will be available to assist with completion of required forms.

1. Once an applicant meets all program requirements, to include applying for and receiving approval for permanent mortgage financing, an Electronic Funds Transfer (E.F.T.) or check will be requested for the appropriate program assistance. Program documents will be prepared and forwarded to the appropriate title company. Upon Closing, DAP funds will be made available to the selected title company. The E.F.T. or check will be made out to the title company for the benefit of the applicant/buyer.
2. All program requirements having been met, eligible applicants will be prioritized according to date and time of intake interview and pre-purchase session. Assistance will continue until all funds are depleted or the program is terminated. In the event of a funding shortage, families with dependent children will receive priority. Families with dependent children will also receive priority for properties developed and owned by the City.
3. Previous recipients of Economic and Community Development housing program assistance (ORP, Rehab, TBRA, etc.) must be approved by the Economic and Community Development Department Director prior to receiving DAP assistance. Previous DAP recipients are not eligible for additional DAP assistance, except upon approval of the Economic and Community Development Department Director.
4. Applicants falsifying information will be disqualified from participating in the program and may be subject to criminal prosecution.
5. Applicants denied for DAP can reapply no earlier than six (6) months from the date of original application.
6. A non-refundable fee of \$20 shall be due upon receipt of the application or pre-application. This fee is meant to primarily cover the cost of the prospective client's credit report.

H. ANTI-DISPLACEMENT POLICY STATEMENT

1. The City shall not engage or participate in any activities that influence the permanent and/or involuntary relocation or displacement of any low-income family due to the DAP pursuant to the provisions of 24 CFR§ 92.353 Displacement, Relocation, and Acquisition.
2. It is not anticipated that it would be necessary to relocate any families. However, the City will follow the relocation procedures as set forth in its adopted Anti-Displacement Policy if the need does arise.

I. EQUAL OPPORTUNITY STATEMENT

The City of College Station is committed to providing equal opportunity for minority- or women-owned businesses to compete and obtain contracts for City sponsored projects, and will comply with the provisions of 24 CFR § 92.350 (Other Federal requirements and nondiscrimination) and 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

J. FAIR HOUSING POLICY STATEMENT

The City of College Station adopted a Fair Housing Ordinance in 1979, which prohibits discrimination in the sale or rental of housing, and discrimination in the provision of brokerage services. The ordinance also outlines the City's procedures regarding complaints, investigation, cumulative legal effect, unlawful intimidation, education and public information and penalty. The City is not under any court order or decree regarding Fair Housing. Relevant policies and codes have been examined and no exclusionary zoning codes were evident. The City of College Station does not have a rental control ordinance. The City of College Station will comply with the provisions of 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

Information regarding the DAP will be made available to the public through the use of a variety of public media, to include: meetings, the City's website and ads in the classified section of the newspapers. Press releases may be given to the local media. Information and applications will be made available to local agencies that deal with low to moderate income people. Economic and Community Development staff will be available to speak to organizations or groups of interested individuals. Other methods of program information outreach may be utilized, including utility bill inserts, direct mailing, television advertising, and applications and program information will also be available on various City-specific media.

In addition, the City of College Station will seek technical assistance from the appropriate HUD staff in order to ensure that all Fair Housing requirements and standards are upheld and ultimately furthered.

October 19, 2009
Consent Agenda Item No. 3h
Wastewater Collection System Planning Evaluation

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services.

Agenda Caption: Presentation, possible action, and discussion regarding adoption of a resolution to award contract 09-306 to HDR Engineering Inc in the amount of \$209,500 for a Wastewater Collection System Planning Evaluation.

Recommendation: Staff recommends Council adopt this resolution.

Summary: The Wastewater Collection System Planning Evaluation is an element of the Wastewater Master Plan. Its purpose is to evaluate the capacity of the existing system, consider the likely extensions of sewer service, and provide an orderly, prioritized schedule of system improvements necessary to efficiently provide sewer service to existing and future customers.

The existing Wastewater Master Plan is ten years old, and an update is already in progress by HDR, under separate contract that was approved by City Council on January 24, 2008. When this contract was awarded, budget constraints dictated the removal of several important elements of the master plan update. However, as the updated master plans have been developed and the impact fee study has progressed, it has become obvious that some of these tasks must be done. The system evaluation that will be done under this proposed contract will directly contribute to our Impact Fee Study, and provide an important tool for evaluating sewer capacities for future development.

A major portion of this evaluation is a dynamic sewer model and the flow monitoring necessary to ensure the model reflects real world conditions. The model will give us a much more accurate prediction of the effects of system modifications such as line extensions or the rehabilitation of areas subject to high rates of inflow and infiltration. This in turn will allow us to more effectively prioritize our system improvements and assist us in designing lines of the appropriate size without overdesigning due to a lack of information. This model will also provide an accurate assessment, during the development review process, on the impacts of new development, infill, and re-developing areas based on the newly adopted comprehensive plan and any future re-zoning requests. Also, the information about existing capacities is essential to determine potential Impact Fees, so that staff can properly advise City Council in their decision whether to implement City-wide impact fees.

Budget & Financial Summary: This expense is approximately ½ of 1% of the projected capital expenditures for the next five years and will provide a basis for properly sizing, prioritizing and sequencing those improvements. Funds for this item were not included in the FY10 budget. If approved, the budget will be included on an upcoming FY10 budget amendment and the Wastewater Operating Budget will be amended for this purchase.

Attachment:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE WASTEWATER COLLECTION SYSTEM ENGINEERING PLANNING EVALUATION PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the Wastewater Collection System Planning Evaluation; and

WHEREAS, the selection of HDR Engineering, Inc. is being recommended as the most highly qualified provider of the Wastewater Collection System Planning Evaluation services; now, therefore,

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

PART 1: That the City Council hereby finds that HDR Engineering, Inc. is the most highly qualified provider of the services for Wastewater Collection System Engineering Planning Evaluation Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with HDR Engineering, Inc. for an amount not to exceed \$209,500.00 for the evaluation services related to the Wastewater Collection System Engineering Planning Evaluation Project.

PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Operating Fund in the amount of \$209,500.00.

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

ADOPTED this _____ day of _____, A.D. 2009.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

October 19, 2009
Consent Agenda Item No. 3i
Westminster Sanitary Sewer Line Extension Change Order

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion on a change order to the Design Contract 06-238 with Bleyl and Associates in the amount of \$5,350; for the Westminster Sanitary Sewer Line Extension Project to update the topographic survey and revise the design drawings to reflect current conditions.

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

Summary: The design of the sewer line was 90% complete in 2006, however, the project was put on hold due to lengthy negotiations to acquire necessary utility easements and prevent condemnation. All the easements should be secured before the end of November 2009. Since 2006, TXDOT began widening Wellborn Road resulting in a change of existing grade and the relocation of utilities. Additionally, new utilities were installed in this corridor since 2006.

Due to the changes to the topography and infrastructure in this area, additional survey information is necessary to ensure the design drawings reflect current conditions. Once this survey data is collected, the design will be updated.

Budget & Financial Summary: Change Order No. 1 will increase the contract amount by \$5,350.00 for a revised contract total of \$30,916.00. Funds in the amount of \$359,314.00 are currently budgeted for this project in the Wastewater Capital Improvement Projects Fund. \$126,469.90 has been expended to date, leaving a balance of \$232,844.10.

Attachments:

- 1.) Change Order
- 2.) Project Location Map

CHANGE ORDER NO. 1 Contract No. 06-238 DATE: 09/30/2009
P.O.# 060991 PROJECT: Westminster Sanitary Sewer Line Extension Project No. WF0786101

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

CONTRACTOR: Bleyl and Associates
1722 Broadmoor Suite 210
Bryan, Texas 77802

Ph: (979) 268-1125
Fax: (979) 260-3849

PURPOSE OF THIS CHANGE ORDER:

1. Update topographic survey to include Wellborn Road improvements and relocated utility lines.
2. Revise sewer line design to reflect updated survey data

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Update topographic survey	\$1,850.00	0	1	\$1,850.00
2	LS	Revise sewer line design based on updated survey	\$3,500.00	0	1	\$3,500.00
					TOTAL	\$5,350.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 20.93% INCREASE.

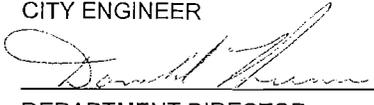
ORIGINAL CONTRACT AMOUNT	\$25,566.00	
Change Order No. 1	\$5,350.00	20.93% CHANGE
REVISED CONTRACT AMOUNT	\$30,916.00	20.93% TOTAL CHANGE

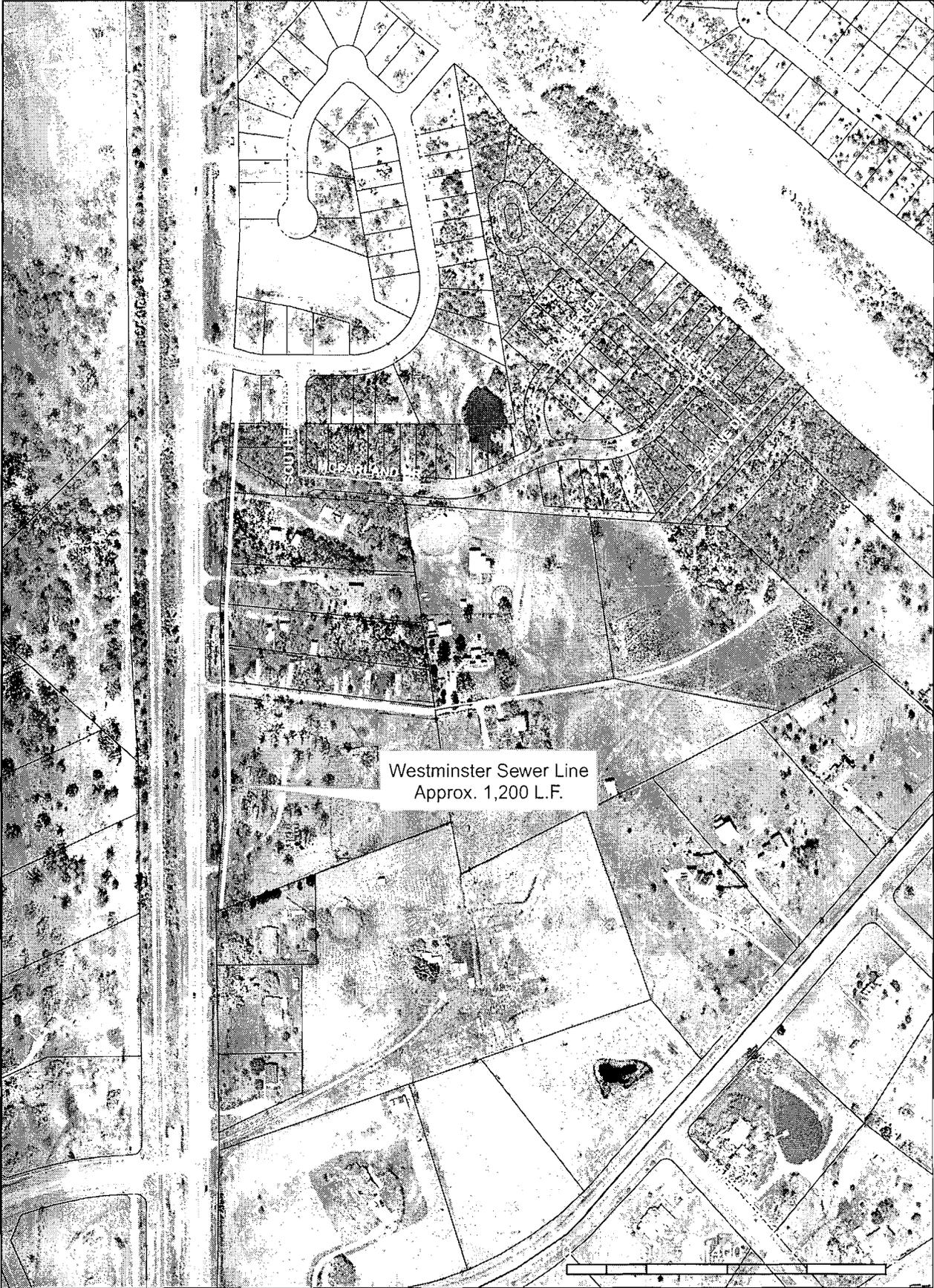
ORIGINAL CONTRACT DESIGN TIME	63 Days
Change Order No. 1	1,307 Days
Revised Contract Design Time	1,370 Days

(Note: Project was put on hold for several months awaiting easement acquisition)

ORIGINAL COMPLETION DATE	Sept. 15, 2006
REVISED COMPLETION DATE	April 15, 2010

APPROVED

 A/E CONTRACTOR	<u>9/30/09</u>	 CITY ATTORNEY	_____
CONSTRUCTION CONTRACTOR	_____	DIRECTOR OF FISCAL SERVICES	_____
 PROJECT MANAGER	<u>9/30/09</u>	MAYOR	_____
CITY ENGINEER	_____	CITY SECRETARY	_____
 DEPARTMENT DIRECTOR	<u>9/30/09</u>	CITY MANAGER	_____



Westminster Sewer Line
Approx. 1,200 L.F.

October 19, 2009
Consent Agenda Item No. 3j
Roadway Traffic Markings & Traffic Control Services

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion of resolutions awarding bids for the installation of roadway traffic markings and traffic control to lowest responsible bidder Highway Technology of Austin, Texas in the amount of \$163,182.50 and, traffic control services to lowest responsible bidder N-Line Traffic Maintenance of Bryan, Texas in the amount of \$18,706.25.

Recommendation(s): This was a two part bid.

- Staff recommends approval of the resolution awarding a bid for roadway traffic markings to lowest responsible bidder Highway Technology of Austin, Texas in the amount of \$163,182.50.
- Staff also recommends approval of the resolution awarding a bid for traffic control services to lowest responsible bidder N-Line Traffic Maintenance of Bryan, Texas in the amount of \$18,706.25.

The total amount of Bid #09-82 is \$181,888.75

Summary: These contractors will provide pavement markings, barricades and construction signage. These services are essential in guiding vehicular and bicycle traffic throughout the City. Proper traffic control provides safety for the motoring public driving through construction zones and emergency situations.

Budget & Financial Summary: Funding for the Annual Blanket Purchase Order for the installation of roadway traffic markings and traffic control services is provided from the operating budget of Traffic Operations Budget.

Attachments:

1. Bid tabulation #09-82
2. Resolution for Highway Technology
3. Resolution for N-Line Maintenance



ITB 09-82
 Annual Contract for Traffic Pavement Striping and Marking Services
 Open Date: Monday, September 14, 2009 @ 2:00

Item No.	Qty (Estimate)	UOM	Description	N-Line Traffic Maintenance LP (Bryan, TX)		Highway Technologies, Inc. (Austin, TX)	
				Unit Price	Bid Amount	Unit Price	Bid Amount
SECTION A							
1	220,000	LF	4" Reflectorized Paint Markings DOT (SLD) Re-Stripe	\$0.17	\$37,400.00	\$0.16	\$35,200.00
2	22,000	LF	4" Reflectorized Paint Markings DOT (BRK) Re-Stripe	\$0.17	\$3,740.00	\$0.16	\$3,520.00
3	22,000	LF	4" Reflectorized Markings (SLD) Layout	\$0.18	\$3,960.00	\$0.25	\$5,500.00
4	75,000	LF	4" Reflectorized Markings (BRK) Layout	\$0.18	\$13,500.00	\$0.16	\$12,000.00
5	2,500	LF	8" Reflectorized Paint Markings DOT (SLD) Re-Stripe	\$0.33	\$825.00	\$0.34	\$850.00
6	2,500	LF	8" Reflectorized Markings (SLD) Layout	\$0.40	\$1,000.00	\$0.35	\$875.00
7	2,000	LF	6" Reflectorized Markings (SLD) Re-Stripe	\$0.50	\$1,000.00	\$0.30	\$600.00
8	2,000	LF	12" Reflectorized Paint Markings DOT (SLD) Re-Stripe	\$0.40	\$800.00	\$0.75	\$1,500.00
9	4,000	LF	12" Reflectorized Markings (SLD) Layout	\$0.45	\$1,800.00	\$1.20	\$4,800.00
10	1,000	LF	18" Reflectorized Paint Markings DOT (SLD) Re-Stripe	\$0.50	\$500.00	\$0.75	\$750.00
11	1,000	LF	18" Reflectorized Markings (SLD) Layout	\$0.60	\$600.00	\$1.50	\$1,500.00
12	1,000	LF	24" Reflectorized Paint Markings DOT (SLD) Re-Stripe	\$1.50	\$1,500.00	\$1.00	\$1,000.00
13	15,000	LF	4" Reflectorized Thermo Markings DOT (SLD) Re-stripe	\$0.50	\$7,500.00	\$0.65	\$9,750.00
14	15,000	LF	4" Reflectorized Thermo Markings DOT (BRK) Re-Stripe	\$0.85	\$12,750.00	\$0.45	\$6,750.00
15	10,000	LF	8" Reflectorized Thermo Markings DOT (SLD) Re-Stripe	\$2.25	\$22,500.00	\$0.75	\$7,500.00
16	2,500	LF	12" Reflectorized Thermo Markings DOT (SLD) Re-stripe	\$2.50	\$6,250.00	\$2.00	\$5,000.00
17	2,500	LF	18" Reflectorized Thermo Markings DOT (SLD) Re-stripe	\$3.50	\$8,750.00	\$2.00	\$5,000.00
18	2,500	LF	24" Reflectorized Thermo Markings DOT (SLD) Reflectorized	\$5.00	\$12,500.00	\$3.75	\$9,375.00
19	1,000	LF	Non-Reflectorized Curb Markings	\$0.25	\$250.00	\$0.55	\$550.00
20	4,000	LF	Non-Reflectorized Curb w/Words per 15 feet	\$0.50	\$2,000.00	\$0.35	\$1,400.00
21	15	EA	ADA Handicap Emblem	\$10.00	\$150.00	\$15.00	\$225.00
22	15	EA	ADA Handicap Emblem w/Blue Background	\$25.00	\$375.00	\$40.00	\$600.00
23	20	EA	8' 2" Reflectorized Thermo Turn Arrow	\$70.00	\$1,400.00	\$95.00	\$1,900.00
24	20	EA	9' 10" Reflectorized Thermo Directional Arrow	\$80.00	\$1,600.00	\$85.00	\$1,700.00
25	20	EA	13' 1" Reflectorized Thermo Combination Arrow	\$150.00	\$3,000.00	\$95.00	\$1,900.00
26	20	EA	8' Reflectorized Thermo Combination Arrow	\$80.00	\$1,600.00	\$110.00	\$2,200.00
27	10	EA	Reflectorized Thermo Railroad Crossing	\$275.00	\$2,750.00	\$350.00	\$3,500.00
28	1,500	LF	Eliminate Existing 4" Pavement Markings	\$1.00	\$1,500.00	\$0.50	\$750.00
29	1,500	LF	Eliminate Existing 8" Pavement Markings	\$1.50	\$2,250.00	\$0.70	\$1,050.00
30	1,500	LF	Eliminate Existing 12" Pavement Markings	\$2.00	\$3,000.00	\$2.00	\$3,000.00



ITB 09-82
 Annual Contract for Traffic Pavement Striping and Marking Services
 Open Date: Monday, September 14, 2009 @ 2:00

Item No.	Qty (Estimate)	UOM	Description	N-Line Traffic Maintenance LP (Bryan, TX)		Highway Technologies, Inc. (Austin, TX)	
				Unit Price	Bid Amount	Unit Price	Bid Amount
31	1,500	LF	Eliminate Existing 18" Pavement Markings	\$2.50	\$3,750.00	\$1.00	\$1,500.00
32	1,000	LF	Eliminate Existing 24" Pavement Markings	\$3.00	\$3,000.00	\$4.00	\$4,000.00
33	20	HR	Pressure Cleaning	\$20.00	\$400.00	\$50.00	\$1,000.00
34	1,500	EA	Reflectorized Raised Pavement Markings Type I-A (4")	\$2.50	\$3,750.00	\$2.00	\$3,000.00
35	1,500	EA	Reflectorized Raised Pavement Markings Type II-AA (4")	\$3.00	\$4,500.00	\$3.50	\$5,250.00
36	1000	EA	Reflectorized Raised Pavement Markings Type I-C (4")	\$3.00	\$3,000.00	\$2.75	\$2,750.00
37	250	EA	Reflectorized Raised Pavement Markings Type II-C-R (4")	\$3.00	\$750.00	\$2.75	\$687.50
38	200	EA	Non-Reflectorized Raised Pavement Markings 4" Round Ceramic (Y-W)	\$1.75	\$350.00	\$2.00	\$400.00
39	20	EA	Reflectorized 4 ft (length) Words Thermo	\$70.00	\$1,400.00	\$60.00	\$1,200.00
40	20	EA	Reflectorized 8 ft (length) Words Thermo	\$125.00	\$2,500.00	\$170.00	\$3,400.00
41	20	EA	Reflectorized 6 ft Bike symbols Thermo	\$75.00	\$1,500.00	\$95.00	\$1,900.00
42	2,000	EA	Temporary Marking Tabs	\$0.40	\$800.00	\$0.55	\$1,100.00
43	1,500	EA	Removal of Temporary Marking Tabs	\$0.10	\$150.00	\$0.25	\$375.00
44	25	EA	Bike Lane Arrow (6ft White)	\$75.00	\$1,875.00	\$75.00	\$1,875.00
45	2,000	EA	Supply And Install Fire Lane Striping	\$0.50	\$1,000.00	\$0.75	\$1,500.00
46	1,500	EA	Reflectorized Raised Pavement Markings Type I-A (4")	\$3.00	\$4,500.00	\$2.00	\$3,000.00
TOTAL - SECTION A				\$189,975.00		\$163,182.50	



Item No.	Qty (Estimate)	UOM	Description	Unit Price	Bid Amount	24 Hrs/Ea	N-Line Traffic Maintenance LP	
							Bid Amount	Week/Ea
							(Contractor Supplied - Purchased)	
							(Rental Options)	

SECTION B (Contractor Supplied - Purchased vs. Rental - Optional)								
Item No.	Qty	UOM	Description	Unit Price	Bid Amount	24 Hrs/Ea	Bid Amount	Week/Ea
1	50	EA	Light Only	\$12.00	\$600.00	\$0.70	\$35.00	\$2.10
2	10	EA	Type I Barricades	\$60.00	\$600.00	\$2.00	\$20.00	\$6.00
3	10	EA	Type I Barricades w/Light	\$70.00	\$700.00	\$2.75	\$27.50	\$8.25
4	20	EA	Type III Barricades w/Light	\$160.00	\$3,200.00	\$6.75	\$135.00	\$20.25
5	20	EA	Vertical Panel	\$40.00	\$800.00	\$2.00	\$40.00	\$6.00
6	20	EA	Vertical Panel w/Light	\$55.00	\$1,100.00	\$2.75	\$55.00	\$8.25
7	20	EA	Sign w/Perm Stand	\$75.00	\$1,500.00	\$4.00	\$80.00	\$12.00
8	20	EA	Sign w/Perm Stand w/Light	\$85.00	\$1,700.00	\$4.75	\$95.00	\$14.25
9	15	EA	Sign w/Large Wood Stand	\$100.00	\$1,500.00	\$5.00	\$75.00	\$15.00
10	15	EA	Sign w/Large Wood w/Light	\$110.00	\$1,650.00	\$5.75	\$86.25	\$17.25
11	50	EA	Plastic Barrel	\$43.00	\$2,150.00	\$1.75	\$87.50	\$5.25
12	50	EA	Plastic Barrel w/Light	\$53.00	\$2,650.00	\$2.50	\$125.00	\$7.50
13	5	EA	Lane Closure	N/A	N/A	N/A	\$550.00	\$2,750.00
14	5	EA	Flagman	N/A	N/A	N/A	\$250.00	N/A
15	5	EA	Directional Board	\$3,700.00	\$18,500.00	\$75.00	\$375.00	\$225.00
16	5	EA	Programmable Message Board	\$15,000.00	\$75,000.00	\$0.50	\$2.50	\$1,050.00
17	10	EA	Vinyl Roll-up Sign w/stand	\$115.00	\$1,150.00	\$8.25	\$82.50	\$24.75
SUB-TOTALS					\$112,800.00		\$5,321.25	\$17,456.25

TOTAL - SECTION B	(*Weekly Rental/Service Items 1-13 & 15-17 and Hourly Service Item #14)	*\$18,706.25
--------------------------	---	---------------------

Note: Highway Technologies, Inc. did not bid on Section B

BID SUMMARY	N-Line Traffic Maintenance LP	Highway Technologies, Inc.
TOTAL - SECTION A	\$189,975.00	\$163,182.50
TOTAL - SECTION B	\$18,706.25	NO BID SECTION B

Award Recommendation:
 Section A: Highway Technologies, Inc.
 Section B: N-Line Traffic Maintenance LP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE TRAFFIC MARKINGS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Traffic Markings Project; and

WHEREAS, the selection of Highway Technologies, Inc. is being recommended as the lowest responsible bidder for the construction services related to installation of traffic markings; 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 Highway Technologies, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Highway Technologies, Inc. for \$163,182.50 for the labor, materials and equipment required for the improvements related to the Traffic Markings Project.

PART 3: That the funding for this Project shall be as budgeted from the General Fund, Traffic Maintenance Division, in the amount of \$163,182.50.

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

ADOPTED this _____ day of _____, A.D. 2009.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A. Robinson

City Attorney



CITY OF COLLEGE STATION

1101 Texas Avenue
College Station, TX 77840
www.cstx.gov

**ANNUAL PRICE AGREEMENT
AND
SPECIFICATIONS
FOR TRAFFIC PAVEMENT STRIPING AND MARKING**

BID #09-82

BID OPENING DATE: Monday, September 14, 2009 @2:00 P.M. CST

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until Monday, September 14, 2009, at 2:00 p.m. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Questions and inquiries about this bid should be submitted in writing via the Q&A feature available through the Online Bidding System at <http://brazosbid.cstx.gov/>. The deadline for submitting written requests for clarification is **Wednesday, September 9, 2009, at 2:00 p.m. CST**. **Clearly mark return bid envelope with Bid #09-82 and Bid Opening Date.**

****Five (5) percent bid security is required****

INTRODUCTION

Bids are solicited for an annual agreement for traffic pavement striping and marking with the following definitions, term and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

NOTE: Bid opportunities are posted on our website at www.cstx.gov. Some bids, but not all, are conducive to receipt of bids via the City of College Station's On-Line Bidding System. These bids are encrypted and remain effectively locked until the due date and time. If you are interested in submitting your bid on-line, you must be registered with the City of College Station. See On-Line Bidding at www.cstx.gov for more information.

DEFINITIONS, TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:
CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

CITY – The government of the City of College Station, Texas.

OWNER - City of College Station

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUPPLIER – Same as Contractor.

Acceptance

Upon acceptance and approval by the City Council, or their designated official, this bid effects a working contract between the City and the successful bidder for the period designated. A City of College Station Purchase Order is required prior to the delivery of any goods or services provided to the City.

All bids will remain subject to acceptance, for 90 days after the date of the Bid opening.

Addenda

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Agent.

Addenda will be transmitted to all that are known to have received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

Advertisement

The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.

Applicable Laws

All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of College Station. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.

Assignments

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.

Award of Contract

Contract may be awarded to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider, but is not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;

- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. availability of repair and maintenance parts;
- k. financial condition;
- l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- m. the total long-term cost to the City to acquire the bidder's goods or services; and
- n. any relevant criteria specifically listed in this request for bid.

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

Brand Names

Whenever in this invitation, any particular materials, process and /or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

Business Practices

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Cancellation

The City reserves the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for suppliers failure to comply with terms stated in contract.

Certification

Bids must be completed and submitted on the form included within the specifications of this bid. Certification of Bid must be fully completed.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

Confidentiality

Public agencies in Texas are subject to the Public Information Act.

Delivery

All prices quoted shall be F.O.B. City of College Station. No freight or delivery charges will be accepted unless shown on bid.

Electronic Documents

Bidders may be supplied with the original documents in electronic form to aid in the preparation of bid(s). By accepting these electronic documents, Bidders agree not to edit or change the language or format of these documents. Submission of a proposal by Bidder signifies full agreement with this requirement.

Exceptions

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Extension of Contract

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) years [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than eight percent (8%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Financial Condition

Contractor must provide audited financial statements, if requested, to the City.

Fiscal Funding

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

Forms

Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

Indemnification

The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

Independent Contractor

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

Interlocal Agreement

Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

Notification

The City of College Station uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of College Station website or the City of College Station

Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of College Station accepts no responsibility for the receipt or notifications of solicitations through any other source.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

No Bid

If unable to bid, please sign and return this form by return mail, advising reason for not submitting quotation.

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before orders are placed. The City will not be liable for payment of invoices received six (6) months after order completion.

Priority of Documents

In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the latter will take precedence.

Prompt Payment

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

Receipt of Bids

Bids must be received by the Purchasing Services Division prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must insure that the bid is actually delivered. Bids received after that time will be returned unopened to the bidder. **Faxed bid responses are not acceptable.** Bids submitted on the City of College Station On-Line Bidding System must be received prior to the time and date specified. No exceptions for computer or network failures will be allowed. Please give yourself adequate time to navigate the on-line bidding system and submit on-line bids prior to the due date and time.

Reimbursements

There is no expressed or implied obligation for the City of College Station to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City of College Station will not reimburse responding firms for these expenses, nor will the City of College Station pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

Reservations

The City reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to reject any bid that does not fully respond to each specified item.

Samples

Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall upon request be returned at the bidder's expense.

Satisfaction

Acceptance of merchandise, work, or equipment provided shall be made by the City at the sole discretion of the City Council. All terms and conditions of the contract, and specifications must be satisfactorily met; including the submission to the City of any and all documentation as may be required before award recommendation will be submitted to City Council.

Severability

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

Standard Contracts

Should this bid include any of the City's Standard Contracts (Attachment A), all bidders shall be required to thoroughly read and understand the terms, conditions and provisions in these documents. The successful bidder shall be responsible for compliance with these terms and conditions. In the event that this bid is awarded to your company, the executed contract and purchase order subsequently issued will become the official documents to supply product(s) or services(s) to City. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to City's standard contracts may cause bid to be considered non-responsive.

Tax Exempt

Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of College Station. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Title and Risk of Loss

Title and Risk of Loss of the goods shall not pass to the City until the City actually accepts and takes possession of the goods at the point or points of the delivery.

Unit Prices

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

Venue

Any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas

Withdrawal

Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal submitted to the Purchasing Agent in writing. Owner reserves the right to reject any and all bids by reason of this request.

Bid Security

Bidders must submit with their Bids a Cashier's Check or a Certified Check in the amount of five (5%) percent of the maximum amount of Bid payable without recourse to the City of College Station, Texas, or a bid bond in the same amount from a surety company holding permit from the State of Texas to act as a surety, as a guarantee that Bidder will enter into a contract and execute bond and guarantee forms within fifteen (15) days after notice of award of contract. Bids without checks, as stated above, or acceptable bid bond may not be considered.

Bid Security shall be in effect from the opening of the Bid and will be retained until a Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. A Bidder may withdraw its Bid at any time until the Agreement is signed. However, it will forfeit its Bid Security in doing so if no material mistake was made in the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 5 days after the Agreement is executed whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

Contract Security

Paragraph 28 BOND PROVISIONS of the Standard Form of Agreement set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

Signing of Agreement

The Successful Bidder shall execute the Contract and provide proof of insurance as detailed in the Standard Form of Agreement based on Staff recommendation prior to Council action. Within 15 days of Council approval, all required Bonds shall be delivered to Owner. A fully executed contract will be presented to Successful Bidder with a City of College Station Purchase Order.

SPECIAL PROVISIONS

Assembly:

The unit(s) shall be completely assembled, adjusted and all equipment including standard and supplemental equipment installed, and the unit made ready for continuous operation unless otherwise specified in bid document.

Bid Literature:

Bidders must submit with their bid, or have on file the latest printed literature and detailed specifications on equipment or material the bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the City desires to purchase.

Damage to Property:

Extreme care shall be exercised to avoid damage to buildings, to other structures, and to vehicles parked within parking structures. The successful bidder shall be responsible for all breakage and damage to property (real and personal) that may occur as a result or negligence on the part of his personnel in connection with the prosecution of the work. Under provision of this contract the successful bidder guarantees that painting operations will not be offensive and will not injure any of the surfaces.

Delivery:

All deliveries are to be made F.O.B. City of College Station, 2613 Texas Avenue S., College Station, Texas 77842, during regular working days, and between the hours of 8:00 A.M. and 4:00 P.M., unless otherwise requested by the City.

General Requirements/Response Time:

The Contractor shall use only workers experienced in installing and removing pavement markings. The Contractor and its employees shall abide by all City of College Station safety rules. Safety equipment and apparel are to be utilized as needed to meet all state and federal requirements.

TIME IS OF THE ESSENCE IN THIS CONTRACT. The Contractor shall respond to job requests within 24 hours. Prior to commencement of work, the Contractor shall provide a completion date for the time which it shall reach Substantial Completion of the job. Failure to respond to job requests within the specified time frame and failure to meet Substantial or Final Completion dates will result in damages to the City in an amount specified in City's Standard Form of Agreement, Item 23.

Inspection:

Successful bidder shall make inspections with a designated College Station representative upon request and furnish a written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Unsatisfactory work shall ordinarily be corrected for re-inspection after 24 hours or, based on the magnitude of the task, after a reasonable span of time allowed for correction. The successful bidders shall have a regular systematic inspection by the supervisor to maximize efficiency at all times. The City of College Station reserves the right to make periodic unannounced inspections without the successful bidder being present. If after inspection, problem areas are not corrected within 24 hours or within a reasonable span of time, and another source must be contacted to make corrections, changes for such services shall be deducted for failure to perform in keeping with terms of this contract.

Pricing:

Bid prices on specific, immediate commodity/service requirements shall remain firm for a minimum of ninety (90) days. Annual blanket purchase order bid prices shall remain firm for a minimum of period of (1) year, initial contract period.

Quality:

The equipment furnished under these specifications shall be of quality workmanship and material. The bidder represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

References:

The City of College Station requests bidder to provide on this bid a list of six (6) references (minimum) where like services are currently being performed at their firm through contract and have been provided for a minimum of the last twelve months.

Include name of firm, address, telephone number and name of representative.

Regulations and Standards:

The unit(s) provide shall meet or exceed all Federal and State of Texas safety, health, lighting and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

Supervision:

Successful bidder must furnish a Supervisor at each site to oversee work performed at all times during regular course of service and will be available on call-back, should the services not be performed as required, without any additional cost to the City of College Station. These persons should be able to speak fluent English for ease in communication. If the successful bidder cannot respond within one (1) hour and the City of College Station is required to contract another source, the charges for such services shall be deducted for failure to perform in keeping with the terms of the contract.

Vendor's Sales Territory:

City waives any responsibility or liability for vendors bidding products or services "outside" their authorized territory by manufacturer or product line. Any vendor bidding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original bid and purchase order regardless of claim or dispute with product line representatives.

Warranty:

Warranty shall be for both labor and materials for a minimum of one (1) year on any products or services provided to the City, unless specified and agreed upon otherwise.

Workmanship:

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

Variations:

Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

REFERENCES

CURRENT BLANKET/ANNUAL CONTRACTS:

- | | | | |
|---------------------------|----------------|----------------|---------------------------|
| 1) T&DOT | GANDY PERRY | (979) 720-7646 | SPERRY@DOT.STATE.TX |
| FIRM NAME | CONTACT NAME | PHONE# | E-MAIL |
| 2) CASS | LEE ROBINSON | (979) 764-2695 | LROBINSON@CSTX.GOV |
| FIRM NAME | CONTACT NAME | PHONE# | E-MAIL |
| 3) KNIFE RIVER | KYLE LEWIS | (979) 361-2903 | KYLE.LEWIS@KNIFERIVER.CO |
| FIRM NAME | CONTACT NAME | PHONE# | E-MAIL |
| 4) C.O.B | DALE PICHHA | (979) 209-5131 | DPICHHA@BRYANTX.GOV |
| FIRM NAME | CONTACT NAME | PHONE# | E-MAIL B.VSRIPA@YAHOO.COM |
| 5) BRAZOS VALLEY SERVICES | RICKY PALASOTA | 979-255-9272 | |
| FIRM NAME | CONTACT NAME | PHONE# | E-MAIL |
| 6) A.L. HORN CAMP | GLOFF KAY | (903) 626-5211 | GHAY@ALHORN.COM |
| FIRM NAME | CONTACT NAME | PHONE# | E-MAIL |

QUOTATION

This bid is divided into two (2) sections. The City reserves the right to award by section or by total bid, whichever method provides the best value to the City. The City's decision to award this bid to a single bidder or to multiple bidders shall be final.

All items/services listed below will not necessarily be utilized during the contract period. Annual quantities are also estimates. No quantities or services are guaranteed.

SECTION A:

ITEM #	QTY Annual Estimates	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	220,000	LF	4" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$.17	\$ 37,400 ^{ea}
2	22,000	LF	4" ReflectORIZED Paint Markings DOT (BRK) Re-Stripe	\$.17	\$ 3,740 ^{ea}
3	22,000	LF	4" ReflectORIZED Markings (SLD) Layout	\$.18	\$ 3,960 ^{ea}
4	75,000	LF	4" ReflectORIZED Markings (BRK) Layout	\$.18	\$ 13,500 ^{ea}
5	2,500	LF	8" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$.33	\$ 825 ^{ea}
6	2,500	LF	8" ReflectORIZED Markings (SLD) Layout	\$.40	\$ 1,000 ^{ea}
7	2,000	LF	6" ReflectORIZED Markings (SLD) Re-Stripe	\$.50	\$ 1,000 ^{ea}
8	2,000	LF	12" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$.40	\$ 800 ^{ea}
9	4,000	LF	12" ReflectORIZED Markings (SLD) Layout	\$.45	\$ 1,800 ^{ea}
10	1,000	LF	18" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$.50	\$ 500 ^{ea}
11	1,000	LF	18" ReflectORIZED Markings (SLD) Layout	\$.60	\$ 600 ^{ea}
12	1,000	LF	24" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$ 1.50	\$ 1,500 ^{ea}
13	15,000	LF	4" ReflectORIZED Thermo Markings DOT (SLD) Re-stripe	\$.50	\$ 7,500 ^{ea}
14	15,000	LF	4" ReflectORIZED Thermo Markings DOT (BRK) Re-Stripe	\$.85	\$ 12,750 ^{ea}
15	10,000	LF	8" ReflectORIZED Thermo Markings DOT (SLD) Re-Stripe	\$ 2.25	\$ 22,500 ^{ea}
16	2,500	LF	12" ReflectORIZED Thermo Markings DOT (SLD) Re-stripe	\$ 2.50	\$ 6,250 ^{ea}
17	2,500	LF	18" ReflectORIZED Thermo Markings DOT (SLD) Re-stripe	\$ 3.50	\$ 8,750 ^{ea}
18	2,500	LF	24" ReflectORIZED Thermo Markings DOT (SLD) ReflectORIZED	\$ 5.00	\$ 12,500 ^{ea}
19	1,000	LF	Non-ReflectORIZED Curb Markings	\$.25	\$ 250 ^{ea}
20	4,000	LF	Non-ReflectORIZED Curb w/Words per 15 feet	\$.50	\$ 2,000 ^{ea}
21	15	EA	ADA Handicap Emblem	\$ 10.00	\$ 150 ^{ea}
22	15	EA	ADA Handicap Emblem w/Blue Background	\$ 25.00	\$ 375 ^{ea}

ITEM #	QTY Annual Estimates	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
23	20	EA	8' 2" Reflectorized Thermo Turn Arrow	\$ 70.00	\$ 1,400 ⁰⁰
24	20	EA	9' 10" Reflectorized Thermo Directional Arrow	\$ 80.00	\$ 1,600 ⁰⁰
25	20	EA	13' 1" Reflectorized Thermo Combination Arrow	\$ 150.00	\$ 3,000 ⁰⁰
26	20	EA	8' Reflectorized Thermo Combination Arrow	\$ 80.00	\$ 1,600 ⁰⁰
27	10	EA	Reflectorized Thermo Railroad Crossing	\$ 275.00	\$ 2,750 ⁰⁰
28	1,500	LF	Eliminate Existing 4" Pavement Markings	\$ 1.00	\$ 1,500 ⁰⁰
29	1,500	LF	Eliminate Existing 8" Pavement Markings	\$ 1.50	\$ 2,250 ⁰⁰
30	1,500	LF	Eliminate Existing 12" Pavement Markings	\$ 2.00	\$ 3,000 ⁰⁰
31	1,500	LF	Eliminate Existing 18" Pavement Markings	\$ 2.50	\$ 3,750 ⁰⁰
32	1,000	LF	Eliminate Existing 24" Pavement Markings	\$ 3.00	\$ 3,000 ⁰⁰
33	20	HR	Pressure Cleaning	\$ 20.00	\$ 400 ⁰⁰
34	1,500	EA	Reflectorized Raised Pavement Markings Type I-A (4")	\$ 2.50	\$ 3,750 ⁰⁰
35	1,500	EA	Reflectorized Raised Pavement Markings Type II-AA (4")	\$ 3.00	\$ 4,500 ⁰⁰
36	1000	EA	Reflectorized Raised Pavement Markings Type I-C (4")	\$ 3.00	\$ 3,000 ⁰⁰
37	250	EA	Reflectorized Raised Pavement Markings Type II-C-R (4")	\$ 3.00	\$ 750 ⁰⁰
38	200	EA	Non-Reflectorized Raised Pavement Markings 4" Round Ceramic (Y-W)	\$ 1.75	\$ 350 ⁰⁰
39	20	EA	Reflectorized 4 ft (length) Words Thermo	\$ 70.00	\$ 1,400 ⁰⁰
40	20	EA	Reflectorized 8 ft (length) Words Thermo	\$ 125.00	\$ 2,500 ⁰⁰
41	20	EA	Reflectorized 6 ft Bike symbols Thermo	\$ 75.00	\$ 1,500 ⁰⁰
42	2,000	EA	Temporary Marking Tabs	\$.40	\$ 800 ⁰⁰
43	1,500	EA	Removal of Temporary Marking Tabs	\$.10	\$ 150 ⁰⁰
44	25	EA	Bike Lane Arrow (6ft White)	\$ 75.00	\$ 1,875 ⁰⁰
45	2,000	EA	Supply And Install Fire Lane Striping	\$.50	\$ 1,000 ⁰⁰
46	1,500	EA	Reflectorized Raised Pavement Markings Type I-A (4")	\$ 3.00	\$ 4,500 ⁰⁰

SUB-TOTAL - SECTION A: \$ 189,975⁰⁰

SECTION B:

Rental Option vs Contractor Supplied

ITEM #	QTY Annual Est.	UOM	DESCRIPTION	24 HRS/EA	WEEK/EA	UNIT PRICE	TOTAL PRICE
1	50	EA	Light Only	\$ 1.70	\$ 2.10	\$ 12.00	\$ 600 ⁰⁰
2	10	EA	Type I Barricades	\$ 2.00	\$ 6.00	\$ 60.00	\$ 600 ⁰⁰
3	10	EA	Type I Barricades w/Light	\$ 2.75	\$ 8.25	\$ 70.00	\$ 700 ⁰⁰
4	20	EA	Type III Barricades w/Light	\$ 6.75	\$ 20.25	\$ 160.00	\$ 3,200 ⁰⁰
5	20	EA	Vertical Panel	\$ 2.00	\$ 6.00	\$ 40.00	\$ 800 ⁰⁰
6	20	EA	Vertical Panel w/Light	\$ 2.75	\$ 8.25	\$ 55.00	\$ 1,100 ⁰⁰
7	20	EA	Sign w/Perm Stand	\$ 4.00	\$ 12.00	\$ 75.00	\$ 1,500 ⁰⁰
8	20	EA	Sign w/Perm Stand w/Light	\$ 4.75	\$ 14.25	\$ 85.00	\$ 1,700 ⁰⁰
9	15	EA	Sign w/Large Wood Stand	\$ 5.00	\$ 15.00	\$ 100.00	\$ 1,500 ⁰⁰
10	15	EA	Sign w/Large Wood w/Light	\$ 5.75	\$ 17.25	\$ 110.00	\$ 1,650 ⁰⁰
11	50	EA	Plastic Barrel	\$ 1.75	\$ 5.25	\$ 43.00	\$ 2,150 ⁰⁰
12	50	EA	Plastic Barrel w/Light	\$ 2.50	\$ 7.50	\$ 53.00	\$ 2,650 ⁰⁰
13	5	EA	Lane Closure	\$ 550 ⁰⁰	\$ 1650 ⁰⁰	\$ N/A	\$ -
14	5	EA	Flagman	\$ 250 ⁰⁰	\$ N/A	\$ N/A	\$ -
15	5	EA	Directional Board	\$ 75.00	\$ 225.00	\$ 3,700.00	\$ 18,500 ⁰⁰
16	5	EA	Programmable Message Board	\$ 350.00	\$ 1,050.00	\$ 15,000.00	\$ 75,000 ⁰⁰
17	10	EA	Vinyl Roll-up Sign w/stand	\$ 8.25	\$ 24.75	\$ 115.00	\$ 1,150 ⁰⁰

SUB-TOTAL - SECTION B: \$ 112,800⁰⁰

GRAND TOTAL (Sections A & B): \$ 302,775⁰⁰

DELIVERY DATE: Successful Bidder shall provide a firm completion date for each job prior to commencement of work.

CERTIFICATION OF BID

The undersigned certifies that they are duly authorized to execute this contract, that this bid and all forms prepared in connection with any other bid, and that the contents of this bid have been read and approved in any case will be made a part of the contract, if awarded. Additionally, the undersigned certifies that they are willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: [Signature] **Patricia England, President of N-LINE Management, L.L.C., General Partner of**

Typed Name: Patricia England Company Name: N-LINE Traffic Maintenance, L.P.

Phone No: 979-778-0124 Fax No: 979-778-0124

Email: pat@n-line-traffic.com

Bid Address: PO Box 4750 Bryan TX 77805-4750
P.O. Box or Street City State Zip

Order Address: Same as above
P.O. Box or Street City State Zip

Receipt Address: Same as above
P.O. Box or Street City State Zip

Federal Tax ID No: 94-2779795

Date: 9.11.09

END OF BID #09-82

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **N-Line Traffic Maintenance L.P.** (the "Contractor"), for the following work: a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Eighteen Thousand Seven Hundred Six and 25/100 Dollars (\$18,706.25)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

Annual Service Contract to expire within one (1) year of date of award.
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work

on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

8. INITIAL A&B

 A.

The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

 B.

It is further agreed that the Contractor (separately and collectively the "Indemnitee") 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 Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

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

10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale

the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either

written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

N-LINE TRAFFIC MAINTENANCE L.P.

BY:  10.2.09
Printed Name: Patricia England, President of N-LINE Date
Title: Management, L.L.C., General Partner of
N-LINE Traffic Maintenance, L.P.

CITY OF COLLEGE STATION

BY: _____
City Manager Date

APPROVED:

 _____
City Attorney Date

Chief Financial Officer Date

Exhibit A
SCOPE OF SERVICES

Paint:

Water-Based Paint- Material Characteristics;

Paints are classified by TxDot as Type II pavement markings, with material specifications falling under DMS-8200, WPT-12, and YPT-12 for white and yellow, respectively. The current DMS-8200 specification specifically calls Rohm-Hass Fast Track HD-21A or Dow DT-400 acrylic emulsion resins. Check with TxDot materials laboratory for approved formulations, as they are subject to change.

The paint shall have the property of angular reflectivity and shall be suitable as a binding medium for glass beads placed on the surface of the wet paint in the amount of not less than 6 pounds per gallon. It shall be homogeneous and well ground, shall not settle badly and shall be readily broken up with a paddle to a smooth uniform consistency. It shall be free from water or foreign matter and shall dry within the specified time to a tough serviceable film. The paint shall be properly strained during the final filling of containers and not more than 1% of coarse particles and skins shall be retained.

Glass Beads:

Glass beads for use on traffic line paint shall, except for gradation, shall be moisture resistant, clear, colorless and clean and of such character as to permit their upper surface exposed to permit the refracting light rays. The glass beads properties shall be manufactured to conform to DMS-8290. The glass sphere beads shall have no more than 30% irregularity in shape or fused spheroids per sampling.

Construction Requirements:

Reflectorized pavement markings shall be applied to clean, dry and dirt-free surfaces. The paint shall be applied at a thickness ranging from 15-25 mils. As a rule of thumb, the optimal speed of a striping truck applying 15 mil markings is 10-12 mph. The acceptable tolerance for 4" inch lines shall be plus or minus 1/4". If a "No Passing Zone" is to be established or revised, the City will designate this area at such time as the contractor begins work. The trace of the paint shall have a uniform edge lines by referencing the center or lane lines. Removal of the pavement marking by means that will gouge the surface will not be permitted. However, a plane of the surface by commercial line removal equipment is considered a suitable method marking removal.

All pavement markings shall be in accordance with latest edition of the MUTCD and FHWA Standard Highway Signs at the time of the bidding

Performance Requirements:

All markings and replacement markings shall meet the performance requirements of ASTM D6359 for at least 30 calendar days (instead of the 14 days identified by the standard) after installation. Because loosely adhered glass beads are often removed from the marking soon after the markings are open to traffic, retroreflectivity of the markings will be measured at least 3 days after the markings have been installed to allow the retroreflectivity of the markings to stabilize.

Unless otherwise directed, pavement markings that fail to meet the requirements shall be removed and replaced at the contractor's expense. Replacement of failed markings shall be completed within 30 days of notification.

Reflectorized Pavement Markings:

Installing reflectorized pavement markings shall consist of furnishing and placing "hot applied thermoplastic", reflectorized paint, pavement markings, including words, arrows stop bars, and emblems, of color and type in accordance to the specifications and to dimensions at the locations shown on the plans or as directed.

Markings should be applied during good weather conditions unless otherwise directed. If markings are placed at the contractor's option when inclement weather is impending and the markings are damaged by subsequent precipitation, the contractor is responsible for all costs associated with replacing the markings if required.

Retroreflective Requirements:

Meet the following minimum retroreflectivity values for edge line markings, center-line/no passing barrier-line, and lane lanes when measured anytime after 3 days but not longer than 10 days after application:

Type I Markings:

White markings: 250 millicandels per square meter per lux (mcd/m²lx)

Yellow markings: 175 mcd/m²lx

Type II Markings:

White markings: 175 mcd/m²lx

Yellow markings: 100 mcd/m²lx

Thermoplastic:

Thermoplastic pavement markings shall be placed according to these specifications unless otherwise shown on the plans.

Sealer for thermoplastic- For asphalt surfaces more than 3 years old or for concrete, apply a pavement sealer before placing thermoplastic markings on locations that do not have existing markings unless otherwise approved. The pavement sealer may be either a paint marking without glass beads or an acrylic or epoxy sealer unless otherwise shown on the plans. Follow manufacturer's directions for application of acrylic or epoxy sealers. Place the sealer in the same configuration and color (unless clear) as the thermoplastic marking unless otherwise shown on the plans.

Thermoplastic markings-Thermoplastic markings shall be placed after the sealer cures and applied within the temperature limits recommended by the material manufacturer. If during a spray application, operations cease for 5 minutes or longer, flush the spray heads by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Equipment Specifications:

The contractor shall use paint application equipment with at least the following minimum specifications:

- 1) Self-propelled
- 2) Automatic bead dispensing system
- 3) Electronic line skip measuring controls
- 4) Independent paint gun carriage adjustment
- 5) Minimum of two-color 15 gallon paint tanks
- 6) Adequate traffic safety and warning devices on the unit
- 7) Provide continuous mixing and agitation of pavement marking material

Traffic Control:

All traffic control for construction activities shall meet the most current version of the Texas Manual of Traffic Control Devices.

Exhibit B

INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation

- II. General Requirements Applicable to All Policies:
 - A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - C. "Claims Made" policies are not accepted.
 - D. 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.
 - E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
 - F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

- III. Commercial General Liability
 - A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
 - B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
 - C. Coverage shall be at least as broad as ISO form GC 00 01.
 - D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

- E. The coverage shall include but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity
provided herein) Host Liquor Liability, Personal & Advertising Liability; and
Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a
“A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily
injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00
01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of
the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos,
any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit
of \$1,000,000.00.

- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the
City as Additional Insured and further providing that the Contractor’s policies are
primary to any self-insurance or insurance policies procured by the City. The additional
insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver
of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of
the City on all policies obtained by the Contractor in compliance with the terms of this
Agreement. Contractor shall be responsible for all deductibles which may exist on any
policies obtained in compliance with the terms of this Agreement. All coverage for
subcontractors shall be subject to the requirements stated herein. All Certificates of
Insurance and endorsements shall be furnished to the City’s Representative at the time of
execution of this Agreement, attached hereto as Exhibit C, and approved by the City
before work commences.

VI. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas
Administrative Code, all employees of the Contractor, all employees of any and
all subcontractors, and all other persons providing services on the Project must be
covered by a workers compensation insurance policy: either directly through
their employer’s policy (the Contractor’s or subcontractor’s policy) or through an
executed coverage agreement on an approved Texas Department of Insurance
Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor
does not have his or her own policy and a coverage agreement is used, contractors
and subcontractors must use that portion of the form whereby the hiring
contractor agrees to provide coverage to the employees of the subcontractor. The
portion of the form that would otherwise allow them not to provide coverage for

the employees of an independent contractor may not be used.

- B. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. *The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. *The Contractor must provide a certificate of coverage to the governmental entity*

prior to being awarded the contract.

- D. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. *The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. *The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. *The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. *The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
 - (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*

- (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*
- VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
- A. The company is licensed and admitted to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - C. All endorsements and insurance coverages according to requirements and instructions contained herein.
 - D. The form of 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.

Exhibit C
CERTIFICATES OF INSURANCE

CRC 3/16/00
Contract No. 09-266 (B)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2009

PRODUCER Phone: 713-880-7100 Fax: 713-880-7166
 Bowen, Milette & Britt Insurance Agency, LLC
 1111 North Loop West, #400
 Houston TX 77008

INSURED
 N-Line Traffic Maintenance
 PO Box 4750
 Bryan TX 77805

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: Granite State Ins Co	23809
INSURER B: New Hampshire Ins Co	23841
INSURER C: Texas Mutual Ins. Co.	22945
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	02-LX-019659666-0	3/1/2009	3/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	01-UD-015846020-0	3/1/2009	3/1/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	TSF-0001188616	3/1/2009	3/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 When required by written contract, those Parties listed in said contract, including the certificate holder, are added as an Additional Insured excluding Workers' Compensation and Employers' Liability but limited to the operations of the Named Insured under said contract, and always subject to the policy terms, conditions and exclusions. Waiver of Subrogation is granted in favor of Certificate Holder when required by written contract but limited to the operations of the Named Insured under said contract, and always subject to the policy terms, conditions and exclusions.
 Continued...

CERTIFICATE HOLDER

City of College Station
 Attn: Risk Management
 P.O. Box 9960
 College Station TX 77842

CANCELLATION except 10 days for Non-payment

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

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

This Certificate of Insurance 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.

DESCRIPTIONS Continued.

Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2009

PRODUCER
Jeff Hamilton Agency, State Farm Insurance
4058 State Highway 6 South, Ste. 100
College Station, Tx 77845

THIS CERTIFICATE IS ISSUED AS 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
N-Line Traffic Maintenance
PO Box 4750
Bryan, Tx 77805

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
X		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCH <input checked="" type="checkbox"/> HIRI <input checked="" type="checkbox"/> NON <input checked="" type="checkbox"/> Tr <input checked="" type="checkbox"/> Re GARAGE <input type="checkbox"/> ANY EXCESS: <input type="checkbox"/> OC <input type="checkbox"/> DE <input type="checkbox"/> RE WORKERS CC EMPLOYERS' <input type="checkbox"/> ANY PROPRIE OFFICER/MEN If yes, describe SPECIAL PRO' <input type="checkbox"/> OTHER	117-1406-C01-53	03/01/2009	03/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

N-line is working on having this removed & having addit. insured & having of sub. language added.



DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Job Description: Northgate Pedestrian Barricades

CERTIFICATE HOLDER
City of College Station
PO BOX 9973
College Station, Tx 77842

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
Jeff Hamilton, Agent

October 19, 2009
Consent Agenda Item No. 3k
Request for Release of Lien on 150 Venture Lane

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding a request for release of lien on 150 Venture Lane currently held by the City.

Recommendation(s): N/A

Summary: Per the provisions of the Economic Development Agreement and Tax Abatement Agreement between the Bryan/College Station Economic Development Corporation acting on behalf of the City of College Station and Heat Transfer Research, Inc., entered into on October 14, 1999, HTRI is requesting a release of lien on a 4.575 acre parcel of land located at 150 Venture Drive, College Station, TX. The lien was originally placed on the property by the City to ensure that HTRI successfully completed construction of all contracted facilities and realized all required performance.

HTRI is in compliance with the aforementioned agreements and has met or exceeded all of their contract obligations consisting of capital improvement, job creation and gross payroll increases, and fixtures, furniture and equipment purchases. Performance details of these criteria are identified below.

Budget & Financial Summary: HTRI's required performance under the various agreements and their associated compliance includes:

Improvements to Property:

- *Required: 20,000 sq. ft.*
- **Realized: 22,362 sq. ft.**

Capital Investment:

- *Required: \$2,200,000.00*
- **Realized: \$2,209,068.51**

Furniture, Fixtures and Equipment Improvements:

- *Required: \$900,000.00*
- **Realized: \$1,306,245.47**

New Positions/Payroll:

- *Required: Three (3) new full-time(FT) positions by 2002; \$700,000 gross payroll increase over 10 years*
- **Realized: Created three (3) new FT positions by 2002; \$2,804,735.18 gross payroll increase over 10 years**

Attachments:

Attachment 1 – Performance Letter from RVP

Attachment 2 – Release of Lien Document



September 30, 2009

Mr. David Gwin, Director
Economic & Community Development
City of College Station
Post Office Box 9960
College Station, Texas 77842

RE: Heat Transfer Research, Inc. Request for Release of Lien on Property Located at 150 Venture Drive

Dear David:

Please accept this letter as certification that I, as an authorized representative and compliance officer of the Research Valley Partnership, have received and reviewed all Heat Transfer Research, Inc.'s (HTRI's) Statements of Compliance and certify that HTRI has met or exceeded the performance requirements of the Economic Development Agreement and Tax Abatement Agreement, both entered into on October 13, 1999 by HTRI and the City of College Station and all other provisions therein.

As such, I request that the City of College Station initiate and process the release of the lien held by the City on HTRI's property located at 150 Venture Drive, College Station, Texas per the provisions of the previously mentioned Economic Development Agreement and Tax Abatement Agreement.

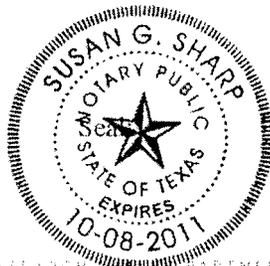
Sincerely,

Bob Malaise
Vice President of Economic Development Services
Research Valley Partnership

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

I, Susan G. Sharp, certify that Bob Malaise signed the above statement in my presence on October 1, 2009.

Notary Public, State of Texas

THE RESEARCH VALLEY PARTNERSHIP

1500 RESEARCH PARKWAY, SUITE 270 COLLEGE STATION, TEXAS 77845
TEL 800.449.4012 OR 979.260.1755 FAX 979.260.5142 WWW.RESEARCHVALLEY.ORG

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE OF LIEN

Date: _____, 2009

Note:

Date of Origination: October 14, 1999

Original Amount: ONE HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$137,250.00)

Maker: HEAT TRANSFER RESEARCH, INC., a Texas corporation

Payee: BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION acting on behalf of the CITY OF COLLEGE STATION, TEXAS

Date of Maturity: As provided in said note.

Holder of Note and Lien: BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION acting on behalf of the CITY OF COLLEGE STATION, TEXAS

Holder's Mailing Address (including county): 1101 Texas Avenue
Brazos County
College Station, Texas 77840

Note and Lien Are Described in the Following Documents, Recorded in:

Economic Development Agreement Between the City of College Station, Bryan/College Station Economic Development Corporation and Heat Transfer Research, Inc., dated October 14, 1999, recorded in Volume 3664, Page 291, Official Records of Brazos County, Texas.

Deed of Trust dated November 23, 1999, from Heat Transfer Research, Inc., to Thomas E. Brymer, Trustee, for Bryan/College Station Economic Development Corporation acting on behalf of the City of College Station, Texas, recorded in Volume 3664, Page 308, Official Records of Brazos County, Texas.

Subordination Agreement dated June 8, 2000, executed by Thomas E. Brymer, City Manager of the City of College Station, Texas, and Robert M. Worley, President/CEO of Bryan/College Station Economic Development Corporation, recorded in Volume 3842, Page 191, Official Records of Brazos County, Texas.

Modification of Subordination Agreement dated May 22, 2001, executed by Lynn McIlhaney, Mayor of the City of College Station, Texas, and Joe Horlen, Chairman of Bryan/College Station Economic Development Corporation, recorded in Volume 4262, Page 115, Official Records of Brazos County, Texas.

Property Subject to Lien (including any improvements):

Being all that certain 4.575 acre tract or parcel of land lying being situated in S.W. ROBERTSON SURVEY, Abstract No. 202 in College Station, Brazos County, Texas, and being a portion of the 9.575 acre tract called Lot One (1), Block Three (3). of the Amending Plat of The Business Center at College Station as recorded in Volume 2763, Page 55, of the Official Records of Brazos County, Texas; said 4.575 acre tract or parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Holder of the note acknowledges the fulfillment of lien terms and conditions and hereby releases the property from the lien.

When the context requires, singular nouns and pronouns include the plural.

ATTEST:

CITY OF COLLEGE STATION

CONNIE HOOKS, City Secretary

BY: _____
BEN WHITE, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 2009, by **Ben White**, as Mayor of the City of College Station, a Texas municipal corporation, on behalf of said municipality.

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

FIELD NOTES
4.575 Acre Tract

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON SURVEY, Abstract No. 202 in College Station, Brazos County, Texas and being a portion of the 9.575 acre tract called Lot 1, Block 3 of the Amending Plat of The Business Center at College Station as recorded in Volume 2763, Page 55 of the Official Records of Brazos County, (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the west corner of said Lot 1, the southeast corner of Venture Drive right-of-way (based on a 80' width) as dedicated in the said Amending Plat recorded in Volume 2763, Page 55 (O.R.B.C.), being in the northeast right-of-way line of State Highway No. 6 and being more particularly described by metes and bounds as follows:

THENCE: along the said southeast line of said Venture Drive right-of-way and the northwest line of said Lot 1, Block 3 for the following three (3) calls:

- 1) N 42° 09' 31" E for a distance of 318.72 feet to a found 1/2-inch iron marking a Point of Curvature of a curve to the right;
- 2) 74.79 feet along said arc of a curve having a central angle of 5° 38' 19", a radius of 760.00 feet, a tangent of 37.43 feet and a long chord bearing N 44° 58' 41" E at a distance of 74.76 feet to a found 1/2-inch iron rod for Point of Tangency,
- 3) N 47° 47' 50" E for a distance of 28.89 feet to a 1/2-inch iron rod set for Point of Beginning,

THENCE: N 47° 47' 50" E continuing along said Venture Drive right-of-way for a distance of 302.89 feet to a found 1/2-inch iron rod marking a Point of Curvature of a curve to the left;

THENCE: 29.56 feet along the arc of said curve having a central angle of 2° 00' 58", a radius of 840.00 feet, a tangent of 14.78 feet and a long chord bearing N 46° 47' 21" E at a distance of 29.56 feet to a found 1/2-inch iron rod marking the common most northerly corner of Lots 1 and 2, Block 3 of said Amending Plat;

THENCE: along the common line of said Lots 1 and 2 for a following five (5) calls:

- 1) S 44° 13' 04" E for a distance of 244.13 to a found 1/2-inch iron rod,
- 2) S 18° 40' 00" E for a distance of 200.00 to a found 1/2-inch iron rod,
- 3) S 53° 40' 00" E for a distance of 200.00 to a found 1/2-inch iron rod marking the most easterly corner of said Lot 1;
- 4) S 32° 20' 00" W for a distance of 175.00 feet to a found 1/2-inch iron rod for corner;
- 5) S 67° 20' 00" W for a distance of 140.32 feet to a 1/2-inch iron rod set for corner;

THENCE: N 42° 12' 10" W through the interior of said Lot 1 for a distance of 622.57 feet to the POINT OF BEGINNING and containing 4.575 acres of land, more or less.

I, Michael R. McClure, Registered Professional Surveyor No. 2859 in the State of Texas do certify to the best of my knowledge, information and belief and in my professional opinion that this survey is true correct and agrees with a survey made on the ground under my supervision and that this service substantially conforms to the standards and specifications for a Texas Society of Professional Surveyors Category 1A, Condition II Survey.


8/5/99
Michael R. McClure, R.P.L.S. #2859



These field notes have been duplicated for City Administrative needs.
The survey plat and field notes were prepared on August 3, 1999.

EXHIBIT A

October 19, 2009
Consent Agenda Item No. 3L
Authorization to Disburse Incentive Funding for Texas Institute for
Preclinical Studies (TIPS)

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion authorizing the payment of an economic development incentive in the total amount of \$250,000 to Texas A&M University's Texas Institute for Preclinical Studies (TIPS).

Recommendation(s): In fulfillment of the City's contractual obligation, staff recommends approval of the first of five (5) annual payments of \$250,000 to Texas A&M University for performance in 2008-2009.

Summary: On, December 14, 2006 the City Council unanimously approved a resolution in support of a five (5) year, \$1.25 million incentive for the development of TIPS by Texas A&M University. In return for the City's investment, TIPS was to provide an investment of at least \$40,000,000 in real and personal property and construct an 112,000 square foot facility and maintain 12,000 gross square feet of life science business accelerator offices. Additionally, TIPS committed to coordinate efforts with the Research Valley Partnership, on behalf of the community, to secure health science/life science emerging technology companies to locate within the main TIPS building.

NOTE: A dedication ceremony for this facility has been scheduled for December 3, 2009 at 1:00 p.m.

Budget & Financial Summary: The cost of the City's portion of the total incentive package provided to TIPS is \$1.25 million over the life, five (5) years, of the agreement. The incentive offering also includes payments from the City of Bryan, \$84,000 annually, and Brazos County, \$166,000 annually. Both are also for a five (5) year period.

The City's 2009 payment of \$250,000 is budgeted and will be expended from the City's Economic Development Fund.

Attachments: None

October 19, 2009
Consent Agenda Item No. 3m
Wickson Creek Special Utility District
/BWSWMA Twin Oaks Landfill Interlocal Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding approval of an Interlocal Agreement between the Cities of College Station, Bryan, and Wickson Creek Special Utility District (WCSUD) in the amount of \$171,833.00 to extend water service to the BWSWMA Twin Oaks Landfill in Grimes County and a payment authorization in the amount of \$16,976.00 for easements assigned to WCSUD related to the water service extension project.

Recommendation(s): Staff recommends approval of the Interlocal Agreement, and easement payment authorization.

Summary: In order to extend water service to the Twin Oaks Landfill, the Cities must enter into an interlocal agreement with Wickson Creek Special Utility District (WCSUD) to provide funding for the District to purchase engineering, labor, equipment and supplies for the project. Approximately 11,200 feet of 4 inch water line will need to be constructed to bring service to the Northwest corner of the landfill property. Additionally, the Cities must make payment to the landowner adjacent to the landfill facility, Mr. Oliver Reinhart, for construction and waterline easements on his property that will be assigned to WCSUD.

Budget & Financial Summary: Funds for the water service extension are available in the BWSWMA Capital Improvement Project Fund.

Attachments:

- 1) Interlocal Agreement

**INTERLOCAL AGREEMENT
WICKSON CREEK SPECIAL UTILITY DISTRICT AND
THE CITY OF COLLEGE STATION, TEXAS AND THE CITY OF BRYAN, TEXAS
TWIN OAKS LANDFILL WATER LINE EXTENSION**

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into pursuant to authority granted in and in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between, WICKSON CREEK SPECIAL UTILITY DISTRICT (hereinafter referred to as "WCSUD") and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation (hereinafter referred to as "College Station") and the CITY OF BRYAN, TEXAS, a Texas Home Rule Municipal Corporation (hereinafter referred to as "Bryan"). College Station and Bryan may be hereinafter referred to collectively as the "Cities".

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, allows local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, Bryan, College Station and WCSUD each desire to enter into an Interlocal Agreement for the construction of a water line extension along SH 30 in Grimes County for the purposes of providing water services to the Twin Oaks Landfill; and

WHEREAS, College Station and Bryan through the an interlocal agreement jointly own and operate the Twin Oaks Landfill located on State Highway 30, Grimes County, Texas.

WHEREAS, the Twin Oaks Landfill consists of 610 acres jointly owned by College Station and Bryan as tenants in common, with 214 acres used for solid waste disposal;

WHEREAS, College Station and Bryan need water utilities extended to the Twin Oaks Landfill;

WHEREAS, WCSUD has submitted a proposal for a water line extension to the proposed Twin Oaks Landfill along SH 30 in Grimes County. The proposed scope of services is more particularly described in Exhibit A;

WHEREAS, WSCUD has submitted a proposed preliminary budget for a project titled Twin Oaks Landfill Water Line Extension in the amount of \$171,833.00. The proposed budget is more particularly described as the Option 1 cost projections in Exhibit B;

WHEREAS, College Station and Bryan have sufficient funds available from current revenues to fund the project titled Twin Oaks Landfill Water Line Extension;

WHEREAS, WCSUD, College Station and Bryan do not intend, by entering into this Agreement, to create a joint enterprise with WCSUD or to otherwise share control of the Twin Oaks Landfill with WCSUD. The Twin Oaks Landfill is to remain solely owned and controlled by College Station and Bryan.

NOW THEREFORE, for the mutual consideration stated herein, the parties agree and understand as follows:

College Station and Bryan do hereby authorize WCSUD to perform the work as described in Exhibits "A" and "B", for the project titled Twin Oaks Landfill Water Line Extension, (hereinafter, the "Project") and for payment by College Station and Bryan to WCSUD in the amount of \$22,000 for engineering and surveying costs, and a not to exceed value of \$149,833 for the difference in construction costs between installing an 8" waterline and a 4" waterline, for a total amount not to exceed \$171,833.00.

The following establishes the obligations of each Party:

1. **WCSUD will:**

- Contract for preparation of plans and specifications for the water line by a licensed engineering firm. Most of the surveying has been completed under College Station and Bryan's direction. However, it will be necessary to supplement that work with some additional surveying for the crossing of SH 30. That supplemental surveying will be provided by WCSUD.
- On the basis of the plans and specifications, solicit bids from construction contractors for installation of an alternate 4" and 8" water line. Bids will be evaluated by the engineer and a recommendation will be made for award to the lowest responsible bidder.
- Contract with the successful bidder for construction, employing the design engineer for contract administration.
- Consider providing funding for the difference in the bid amounts for the alternate 4" and 8" line.
- Provide potable water service to the landfill at the standard WCSUD rates.

College Station and Bryan will:

- Secure an easement in the name of WCSUD from the Reinhart family for the waterline extension.
- Provide initial payment to WCSUD in the amount of \$22,000.00 for engineering and supplemental surveying within ten (10) days of execution of this Agreement.
- Provide payment to WCSUD for the costs of providing a 4" waterline as per Exhibit "B" in a total amount not to exceed \$149,833.00. Progress payments will be made to WCSUD within thirty (30) calendar days of the Cities' receipt of a copy of each progress payment application. Final payment will be made within ten (10) days of the time of the time of completion and acceptance by WCSUD of the waterline.
- Provide an easement in the form approved by and as agreed to by the Cities on the Cities' Twin Oaks landfill property adjacent to the Highway 30 frontage road for the purpose of

setting the water meter and to allow future distribution system expansion as further described in the Cities' service application on file with WCSUD.

- Pay monthly for the water provided to the landfill in accordance with standard WCSUD policy.

2. **Project Requirements**

WCSUD shall conduct the Project in a manner that does not conflict with site development projects and daily solid waste disposal operations. The project shall not cause the facility to be in violation of any Texas Commission on Environmental Quality regulations, or other regulations, including but not limited to 30 Texas Administrative Code Chapters 330 and 332. WCSUD agrees that the project will comply with all local, state and federal regulations.

No modifications to the scope of services as described in Exhibit A will be made without prior written consent from College Station and Bryan.

3. **Insurance**

WCSUD shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with this Project and the work performed hereunder by WCSUD, its agents, representatives, volunteers, employees, contractors, or subcontractors. College Station and Bryan acknowledge that WCSUD maintains a program of self insurance as further described in Exhibit C.

WCSUD shall require that the Contractor's insurance coverage be primary with respect to WCSUD and the Cities, their officials, employees, and volunteers, and that the Cities are included as "Additional Insured" on the policies required in the contract between WCSUD and the Contractor. Any insurance or self-insurance maintained by the Cities, its officials, employees, or volunteers, shall be considered in excess of the WCSUD's and Contractor's insurance and shall not contribute to it. **All Certificates of Insurance and endorsements shall be furnished to both the Cities' and WCSUD's Representative and approved by the Cities and WCSUD before work commences on the Project.**

5. **Project Costs**

College Station and Bryan will pay for all actual costs associated with the Project in an amount not to exceed the Option 1 cost projections described in Exhibit B.

6. **Termination**

Notwithstanding any provision herein to the contrary, this Agreement is terminable at the will of either City Council or governing board of the WCSUD for non-appropriation of funds during any fiscal year during the term hereof.

7. **Term.**

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

8. **Governmental Immunity and Hold Harmless**

College Station, Bryan and WCSUD each individually agree, to the extent authorized by the Constitution and laws of the State of Texas, and without waiving each respective party's governmental immunity to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the work done under this Agreement.

9. **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.

10. **Written Notice**

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

Wickson Creek Special Utility District
Kent B. Watson, General Manager
P.O. Box 4756,
Bryan, Texas 77805-4756

The City of College Station
Attn: Pete Caler, BSWMA Executive Director
P.O. Box 9960
College Station, Texas 77842

City of Bryan, Texas
Attn: Linda Huff, Public Works Director
P.O. Box 1000,
Bryan, Texas 77805

11. **Entire Agreement**

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

12. **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 each Party.

13. **Texas Law**

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

14. **Place of Performance**

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

15. **Authority to Enter Contract**

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

16. **Waiver**

Failure of either 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 College Station or Bryan 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.

17. **Force Majeure**

Each party will be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

18. **Agreement Read**

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

19. **Assignment**

This Agreement and the rights and obligations contained herein may not be assigned by any Party without the prior written approval of the other Parties.

20. **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.

EXECUTED on this the _____ day of _____, 2009.

**WICKSON CREEK SPECIAL UTILITY
DISTRICT**

CITY OF COLLEGE STATION

By: Jimmy Dunn
Printed Name: Jimmy Dunn
Title: Board President

By: _____
Mayor

ATTEST:

City Secretary

APPROVED:

City Manager
Date: _____

Carla A Robinson

City Attorney

Date: _____

Chief Financial Officer

Date: _____

CITY OF BRYAN, TEXAS

Mayor of the City of Bryan, Texas

ATTEST:

City Secretary - City of Bryan

Date: _____

APPROVED:

City Manager - City of Bryan

Date: _____

City Attorney - City of Bryan

Date: _____

STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 17 day of Sept, 2009,
by Jimmy Dunn, in his capacity as Board President of The
Wickson Creek Special Utility District, a political subdivision, on its behalf.



Karen L. Theiss
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 _____, 2009,
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

STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2009,
by **Mark Conlee**, in his capacity as **Mayor** of the **City of Bryan**, a Texas home-rule
municipality, on behalf of said municipality.

Notary Public in and for the State of Texas

Exhibit A

TWIN OAKS LANDFILL WATER LINE EXTENSION PROPOSAL

EXHIBIT A - 2 pages
WICKSON CREEK SPECIAL UTILITY DISTRICT
P.O. Box 4756
Bryan, Texas 77805-4756

Member Texas Rural Water Association
www.wicksoncreek.com

979-589-3030 Fax: 979-589-3275
E-Mail: watson@wicksoncreek.com

June 12, 2009

Ms. Samantha Best
Brazos Valley Solid Waste Management Agency
P.O. Box 9960
College Station, Texas 77842

RE: Twin Oaks Landfill Water Line

Dear Ms. Best:

In response to your letter of May 22, 2009, this is to present a proposal by Wickson Creek SUD for a water line extension to the proposed Twin Oaks Landfill along SH 30 in Grimes County. A preliminary design of the line extension has been completed by our consulting engineers. A copy of the letter report is attached. We propose that WCSUD provide the line extension under the following general terms:

WCSUD will:

- Contract for preparation of plans and specifications for the water line by a licensed engineering firm. Most of the surveying has been completed under BVSWMA's direction. However, it will be necessary to supplement that work with some additional surveying for the crossing of SH 30. That supplemental surveying will be provided by WCSUD.
- On the basis of the plans and specifications, solicit bids from construction contractors for installation of an alternate 4" and 8" water line. Bids will be evaluated by the engineer and a recommendation will be made for award to the lowest responsible bidder.
- Contract with the successful bidder for construction, employing the design engineer for contract administration.
- Consider providing funding for the difference in the bid amounts for the alternate 4" and 8" line.
- Provide potable water service to the landfill at the standard WCSUD rates

BVSWMA will:

- Secure an easement in the name of WCSUD from the Reinhart family for the waterline extension.
- Provide initial payment to WCSUD in the amount of \$22,000.00 for engineering and supplemental surveying.



EXHIBIT A - 2 pages

Ms. Samantha Best
June 12, 2009
Page 2 of 2

- Consider approval of the award of the construction contract to the successful bidder and provide funding to WCSUD for the amount of the 4" alternate water line in advance of construction.
- Pay monthly for the water provided to the landfill in accordance with standard WCSUD policy.

We are pleased to be able to offer this proposal to Brazos Valley Solid Waste Management Agency. Please do not hesitate to call me, or you may prefer to call our Engineer, Mr. Terry Winn, P.E. (903-553-0500), if you have any questions.

Sincerely yours,

Wickson Creek Special Utility District



Kent B. Watson
General Manager

KBW/WTW:pkw

Attachment

pc: Terry Winn, P.E. – WPEC

Exhibit B

TWIN OAKS LANDFILL WATER LINE PRELIMINARY COST ESTIMATE

EXHIBIT B - 5 pages



*WINN PROFESSIONAL ENGINEERS
AND
CONSTRUCTORS, LLC*

June 11, 2009

Mr. Kent Watson, General Manager
Wickson Creek Special Utility District
P.O. Box 4756
Bryan, Texas 77805

RE: Twin Oaks Landfill Water Line

Dear Kent:

We have completed our preliminary engineering design for the Wickson Creek Special Utility District water line to provide service to the Brazos Valley Solid Waste Management Agency Twin Oaks Landfill along SH 30 in Grimes County. The routing of the water line has been defined in a survey commissioned by BVSWMMA to begin at the 8" water supply line from Brazos County and be routed along County Road 175 and SH 30 to the northwest corner of the landfill property, as shown in Figure 1.

The landfill requires installation of a 4" water line for various potable and non-potable uses. We understand that Wickson Creek SUD desires to consider upgrade of the line size from 4" to 8" to allow for future customer service in that area. Also, BVSWMMA has requested installation of a fire hydrant immediately across SH 30 from the metered service. We recommend installation of SDR 21 PVC pipe for the line to allow for operating pressures that will exceed 100 psig under static conditions. Our preliminary design of the water line with the two options for line sizing is reflected in the preliminary cost estimate shown in Table 1. We recommend installing the creek crossings by directional boring using SDR 26 HDPE casing and restrained joint carrier pipe. Use of restrained joint carrier pipe is also recommended for the cased road crossings. A 4" water meter has been requested by BVSWMMA. We recommend that the meter be installed in a concrete vault with a reduced pressure back-flow preventer and sump pump.

To allow Wickson Creek SUD to further consider upgrade of the line size, we recommend that the plans and specifications prepared for bidding by contractors include the 4" line size as a base bid and the 8" line as an alternate bid. The difference in the base and alternate bid can be used to further establish the cost of the upgrade.

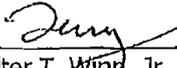
EXHIBIT B - 5 pages

Mr. Kent Watson
June 11, 2009
Page 2

We appreciate the opportunity to provide this information. Please do not hesitate to advise if you have any questions.

Sincerely yours,

Winn Professional Engineers and Constructors, LLC
Texas Firm License No. F-7846



Walter T. Winn, Jr., P.E.
Principal

WTW/pkw

Attachments



EXHIBIT B - 5 pages

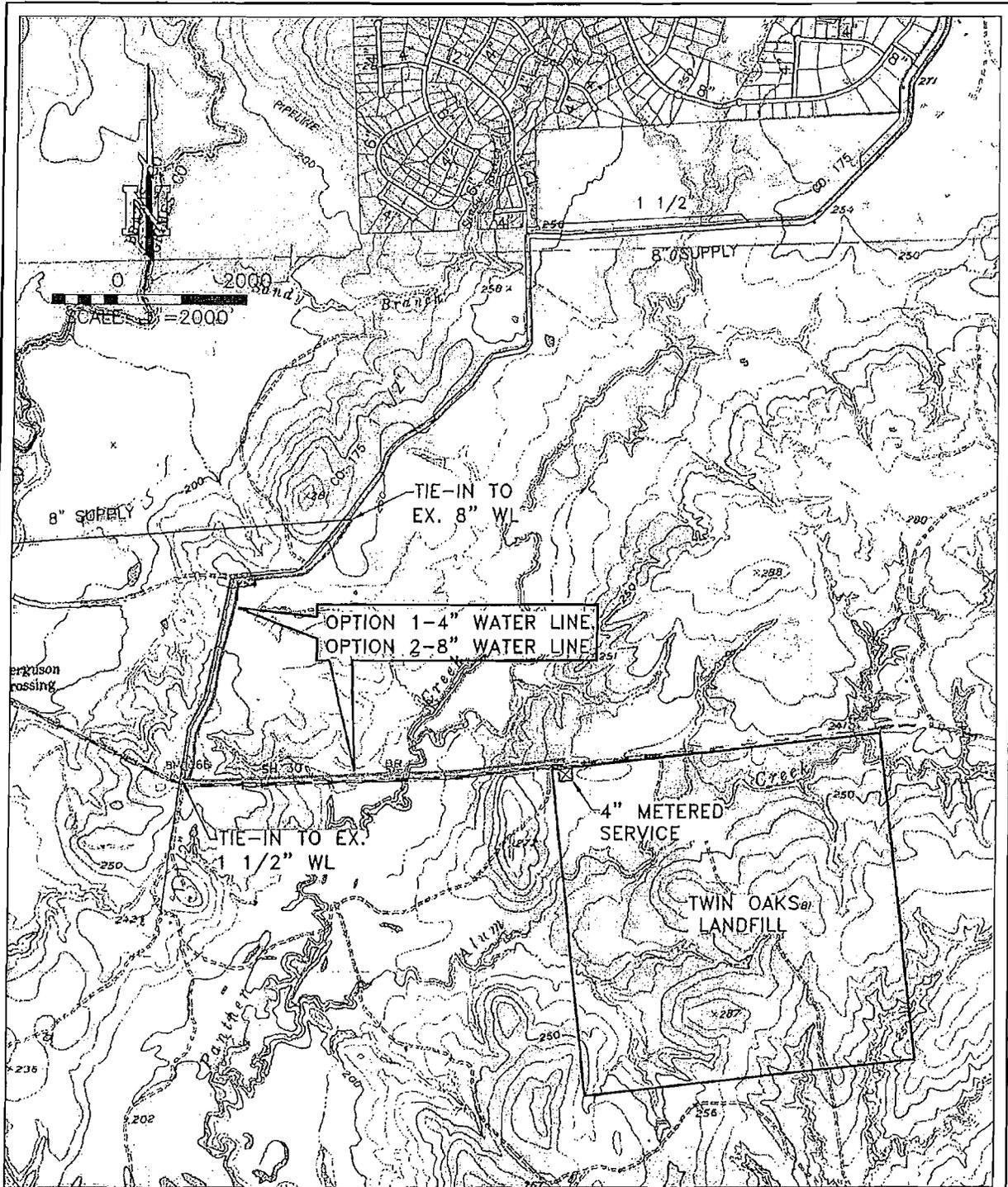
TABLE 1
TWIN OAKS LANDFILL WATER LINE
PRELIMINARY COST ESTIMATE

Item	Quantity	Unit	Unit Cost (\$)	Cost (\$)
Option 1 - 4" Water Line:				
4" SDR 21 PVC Water Line w/ Tracer Wire	10,530	L.F.	6	63,180
Tie-in to Existing 8" Water Line	1	EA.	1,500	1,500
Tie-in to Existing 1-1/2" Water Line	1	EA.	1,100	1,100
4" Gate Valve	3	EA.	1,000	3,000
2" Gate Valve	1	EA.	800	800
1" Air Release Valve	3	EA.	1,150	3,450
2" Flush Valve	2	EA.	1,000	2,000
Directional bore w/ 8" SDR 26 HDPE Encasement for Creek	300	L.F.	50	15,000
4" SDR 21 Restrained Joint PVC Water Line	420	L.F.	12	5,040
2" SDR 21 Restrained Joint PVC Water Line	100	L.F.	8	800
CR 175 Crossing w/ 4" Steel Casing	60	L.F.	40	2,400
SH 30 Crossing w/ 8" Steel Casing	100	L.F.	75	7,500
Fire Hydrant	1	EA.	1,750	1,750
4" Metered Service w/ Vault, Backflow Preventer, Sump Pump	1	L.S.	20,000	20,000
Water Line Sign	4	EA.	25	100
Tracer Test Station	4	EA.	100	400
Clearing for Water Line	1.2	AC.	1,000	1,240
Finish Grading, Seeding and Fertilizing	4.7	AC.	500	2,326
Trench Safety	10,530	L.F.	0.10	1,053
Testing and Sterilization	10,950	L.F.	0.10	1,095
Storm Water Pollution Prevention	1	L.S.	2,500	2,500
			Subtotal Construction	136,233
			Contingencies	13,600
			Engineering	18,000
			Surveying	4,000
			TOTAL OPTION 1	171,833
Option 2 - 8" Water Line:				
8" SDR 21 PVC Water Line	10,530	L.F.	10	105,300
Tie-in to Existing 8" Water Line	1	EA.	2,000	2,000
Tie-in to Existing 1-1/2" Water Line	1	EA.	1,100	1,100
8" Gate Valve	3	EA.	1,400	4,200
2" Gate Valve	1	EA.	800	800
1" Air Release Valve	3	EA.	1,150	3,450
4" Flush Valve	2	EA.	2,200	4,400
Directional bore w/ 12" SDR 26 HDPE Encasement for Creek	300	L.F.	75	22,500
8" SDR 21 Restrained Joint PVC Water Line	420	L.F.	20	8,400
2" SDR 21 Restrained Joint PVC Water Line	100	L.F.	8	800
CR 175 Crossing w/ 4" Steel Casing	60	L.F.	40	2,400
SH 30 Crossing w/ 12" Steel Casing	100	L.F.	100	10,000
Fire Hydrant	1	EA.	1,750	1,750

EXHIBIT B - 5 pages

Item	Quantity	Unit	Unit Cost (\$)	Cost (\$)
4" Metered Service w/ Vault, Backflow Preventer, Sump Pump	1	L.S.	20,000	20,000
Water Line Sign	4	EA.	25	100
Tracer Test Station	4	EA.	100	400
Clearing for Water Line	1.2	AC.	1,000	1,240
Finish Grading, Seeding and Fertilizing	4.7	AC.	500	2,326
Trench Safety	10,530	L.F.	0.10	1,053
Testing and Sterilization	10,950	L.F.	0.10	1,095
Storm Water Pollution Prevention	1	L.S.	2,500	2,500
			Subtotal Construction	195,813
			Contingencies	19,600
			Engineering	20,000
			Surveying	4,000
			TOTAL OPTION 2	239,413

EXHIBIT B - 5 pages



WPECO
 WINN PROFESSIONAL ENGINEERS
 AND
 CONSTRUCTORS, LLC

505 Paden
 P.O. Box 2727
 Longview, Texas 75606
 T. 903-553-0500
 F. 903-551-0555
 www.winnpec.com
 Firm # F-7846

WICKSON CREEK SUD

TWIN OAKS LANDFILL
 WATER LINE

FIGURE
 1

Exhibit C

INSURANCE

Entity Name Wickson Creek SUD
 Entity ID 3284
 Contract Type / ID . . . LIAB / 10 10-01-08 to 10-01-09

LIABILITY DECLARATIONS OF COVERAGE

GENERAL LIABILITY

Limits of Liability : \$ 1,000,000 Each Occurrence
 Sudden Events
 Involving Pollution : \$ 1,000,000 Each Occurrence
 : \$ 2,000,000 Annual Aggregate
 Deductible : \$ 0 Each Occurrence
 Annual Contribution : \$ 2,290 Effective : 10-01-08
 Billable Contribution : \$ 2,290 Anniversary: 10-01-09

LAW ENFORCEMENT LIABILITY

* * * * Coverage Not Selected * * * *

ERRORS & OMISSIONS LIABILITY

Limits of Liability : \$ 1,000,000 Each Wrongful Act
 : \$ 2,000,000 Annual Aggregate
 Deductible : \$ 1,000 Deductible Each Wrongful Act
 Annual Contribution : \$ 1,152 Effective : 10-01-08
 Billable Contribution : \$ 1,152 Anniversary: 10-01-09

TOTAL CONTRIBUTION

Total Billable Contribution : \$ 3,442 Contract Effective : 10-01-08
 Contract Anniversary: 10-01-09

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

October 19, 2009
Consent Agenda Item No. 3n
BVSWMA Twin Oaks Landfill/Mid-South Synergy Service, Construction and Easement Applications/Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding approval of Service, Construction and Defined Corporate Easement Application/Agreements between the Cities of College Station, Bryan, and Mid-South Synergy in the total amount of \$54,142.54 to connect electric service to the BVSWMA Twin Oaks Landfill in Grimes County.

Recommendation(s): Staff recommends approval of the Service, Construction and Defined -Corporate Electric Line Easement Applications/ Agreement.

Summary: In order to establish electric service to the Twin Oaks Landfill, the Cities must enter into Service, Construction and Defined-Corporate Easement Applications/Agreement with Mid-South Synergy. The service and construction applications are for three (3) areas in the facility, one from the edge of the Twin Oaks property to the transformer for the scale house, and two from a Mid-South Synergy transmission easement that crosses the property to transformers for the maintenance building and leachate collection sump pumps. Mid-South Synergy will install electrical service in these areas in conduit that has been installed by the Landfill construction contractor, and will be responsible for maintenance up to the transformers. The costs for connection/membership fees, surveys and installations are as follows:

Membership fee = \$75.00

Scale House (connect fee for new construction of service = \$125, survey fee = \$200, construction costs/deposit = \$11,066.27)

Sump Pump (connect fee for new construction of service = \$125, survey fee = \$200, construction costs/deposit = \$30,503.49)

Maintenance Building (connect fee for new construction of service = \$125, survey fee = \$200, construction costs/deposit = \$ 11,522.78)

The Defined-corporate electric line easement and right-of way will allow Mid-South Synergy access to install and maintain the service connection infrastructure between the edge of property and/or the existing transmission easement to the transformers. Each easement will be sixteen (16) feet wide.

Budget & Financial Summary: Funds for the Service, Construction and Defined-Corporate Easement Agreements are available in the BVSWMA Capital Improvement Project Fund.

Attachments:

- 1) Mid-South Synergy Service and Construction Applications:
 - a. Fill Sector I Sump Pump Connection
 - b. Maintenance Building Connection
 - c. Scale House Connection

- 2) Defined-Corporate Electric Line Easement and Right-of Way

MID-SOUTH SYNERGY
MID-SOUTH ELECTRIC
COOPERATIVE ASSOCIATION

ELECTRIC LINE EASEMENT
AND RIGHT-OF-WAY
(Defined-Corporate)

Service to TWIN OAKS LANDFILL
Ticket # 13145

STATE OF TEXAS

COUNTY OF GRIMES

DATE: _____, 20__

GRANTORS: CITY OF BRYAN
BRAZOS COUNTY, TEXAS
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS (address including county)

GRANTEE: MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION, dba MID-SOUTH SYNERGY
P. O. Box 970
Navasota, Grimes County, Texas 77868 (return recorded easement to this address)

CONSIDERATION: The provision of electrical service and/or other benefits inuring to GRANTORS and/or TEN AND NO/100'S DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration is deemed valuable to GRANTORS and is hereby expressly acknowledged and accepted by GRANTORS.

EASEMENT: The EASEMENT is a tract of land (consisting of 1.759 acres, more or less) out of the JOSEPH T. ROBINSON Survey, A# 390, Grimes County, Texas, more particularly described in the attached Exhibit "A", consisting of a field note description and/or plat, incorporated herein for all purposes. (attach field note description and plat as Exhibit "A"). The EASEMENT herein granted shall be 16 feet wide and shall extend in all directions of GRANTEE's lines, poles, guys, anchors, or other facilities on the tract of land described above. The EASEMENT shall include the use of so much of the subsurface below and air space above as is needed for the PURPOSE herein stated. This EASEMENT shall also include such portions of adjoining property owned by Grantor as is necessary for the PURPOSE stated below.

PROJECT: Electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers, and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal, or other materials).

GRANT: GRANTORS, for the CONSIDERATION received by GRANTORS, hereby GRANT, SELL, and CONVEY to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, and across the tract of land described herein, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND HOLD the EASEMENT to GRANTEE and GRANTEE's successors and assigns forever. GRANTORS also grant to GRANTEE the right and authority to license, permit, or otherwise agree to the joint use or occupancy of the line, system, or facilities by any person or entity for electrification, telephone, telegraph, television, data transmission, or other similar purposes.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the PROJECT or any part of the PROJECT, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The PURPOSE shall also include use of the EASEMENT, right-of-way, rights, and privileges granted herein for any use directly related to the PROJECT or financing of the PROJECT, including but not limited to performing archeological, historical, environmental, or other studies. GRANTEE shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them relating to the PROJECT, or any part thereof.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT for the above stated PURPOSE and any joint use. GRANTEE shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTORS for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTORS along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair, or other PURPOSE relating to the PROJECT, or any part thereof.

TERM: The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the GRANTEE for a period of 10 consecutive years.

TREES/SHRUBS: GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the EASEMENT or otherwise necessary to realize the PURPOSE herein stated. Reasonable Notice shall be given in advance of the use of herbicides and GRANTORS may remove vegetation prior to treatment with herbicides, if desired.

STRUCTURES/OBSTRUCTIONS: GRANTORS shall not construct or locate on the EASEMENT any structure, obstruction, or improvement. GRANTEE shall have the right to remove from the EASEMENT any structure, improvement, or obstruction, and Grantors agree to pay GRANTEE the reasonable cost of such removal, including court costs and attorney's fees incurred by GRANTEE should suit be brought to enforce this provision. This provision shall be a covenant running with the land for the benefit of GRANTEE.

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTORS includes adequate compensation for all damages for the initial construction and all operation and maintenance of the project as well as all damages, if any, to GRANTOR's property which may occur in the future after the original construction of the PROJECT, directly resulting from GRANTEE's exercise of any rights for the PURPOSE granted. GRANTEE shall not be liable for damages caused by keeping the EASEMENT clear of trees, undergrowth, brush, and obstructions.

MINERALS: GRANTORS expressly reserves all oil, gas, and other minerals owned by GRANTORS, in on, and under the EASEMENT, provided that GRANTORS shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the EASEMENT, but GRANTORS may extract oil, gas, or other minerals from and under the EASEMENT by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT or any part thereof.

OWNERSHIP: GRANTORS agree that all poles, wires, cables, circuits, appurtenances, facilities, appliances, and equipment installed upon the EASEMENT shall at all times remain the property of the GRANTEE and is removable at the option of the GRANTEE.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTORS and GRANTEE, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, contractors, and authorized agents of GRANTEE.

WARRANTY: GRANTORS WARRANT AND SHALL FOREVER DEFEND the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof when the claim is by, through or under GRANTORS but not otherwise..

Recording Information:

(GRANTOR's Name)

By: _____

(name)

(title)

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____ (name), _____ (title) of _____ (Grantor), on behalf of Grantor.

Notary Public, State of Texas

(GRANTOR's Name)

By: _____

_____ (name)
_____ (title)

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____ (name), _____ (title) of _____ (Grantor), on behalf of Grantor.

EXHIBIT "A"
EASEMENT No. 1
BVSWMA
0.297 OF AN ACRE
16 FOOT WIDE ELECTRICAL EASEMENT
OVER AND ACROSS
THE CITY OF COLLEGE STATION, TEXAS
AND THE CITY OF BRYAN, TEXAS
3.26 ACRE TRACT-VOLUME 1107, PAGE 440
4.72 ACRE TRACT-VOLUME 1133, PAGE 1
AND THE 10.00 ACRE TRACT-VOLUME 1133, PAGE 1
JOSEPH T. ROBINSON SURVEY, A-390
GRIMES COUNTY, TEXAS
AUGUST 17, 2009

All that certain lot, tract or parcel of land being 0.297 of one acre, and being a 16 foot wide Electrical Easement out of the JOSEPH T. ROBINSON SURVEY, ABSTRACT NUMBER 390, Grimes County, Texas, and being out of the following described tracts; A 3.26 acre tract (called Tract 21), as described in a deed from Paul L. Levy to The City of Bryan, Texas, and The City of College Station, Texas of record in Volume 1107, Page 440 of the Real Property Records of Grimes County, Texas, a 4.72 acre tract (Called Tract 22), and a 10.00 acre tract (Called Tract 18), as described in a deed from Harold B. Trant and Rosealice Trant to The City of College Station, Texas and The City of Bryan, Texas of record in Volume 1133, Page 1, Real Property Records of Grimes, County, Texas, said 0.297 acre easement being more particularly by metes and bounds as follows:

BEGINNING, at a point in the West line of said Tract 22, said point also being in located in the East line of the R. P. Trant remainder of called 60 acre tract, as described in Volume 190, Page 483, from which a ½ inch iron rod found at the Northwest corner of said Tract 22 bears, N 03° 18' 44" W, a distance of 684.97 feet;

THENCE, N 79° 06' 42" E, crossing the East line of said 4.72 acre Tract 22 and the West line of said 10.00 acre Tract 2, a distance of 444.57 feet, to a point, for corner;

THENCE, S 86° 35' 45" E, a distance of 64.83 feet, to a point, for corner, from which a ½ inch iron rod with cap found for the Northeast corner of said Tract 18 bears, N 37° 34' 20" E, a distance of 567.37 feet;

THENCE, S 03° 24' 15" W, a distance of 16.00 feet, to a point, for corner;

THENCE, N 86° 35' 45" W, a distance of 62.83 feet, to a point, for corner;

THENCE, S 79° 06' 42" W, crossing the West line of said 10.00 acre Tract 18 and the East line of said 4.72 acre Tract 22, a distance of 428.55 feet, to a point, for corner;

THENCE, S 03° 18' 44" E, crossing the South line of said 4.72 acre Tract 22 and the North line of said 3.26 acre Tract 21, a distance of 300.28 feet, to a point, for corner;

THENCE, S 86° 41' 16" W, a distance of 16.00 feet, to a point in the West line of said 3.26 acre Tract 21, for corner;

THENCE, N 03° 18' 44" W, along the West line of said 3.26 acre Tract 21 and the West line of said 4.72 acre Tract 22 a distance of 314.29 feet, to the PLACE OF BEGINNING and containing an area of 0.297 of an acre of land, more or less, according to a survey performed on the ground in August, 2009, under the supervision of H. Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the West line of said 4.72 acre Tract 22 to Grid North by utilizing GPS methods.



STRONG SURVEYING
 email: curtis@strongsurveying.com
 1722 Broadmoor, Suite 105
 Bryan, Texas 77802
 Phones: (979) 776-9836
 Fax: (979) 731-0096

1/2 INCH IRON ROD FOUND
 AT THE NORTHWEST
 CORNER OF TRACT 22

NOW OR FORMERLY
 R. P. TRANT
 REMAINDER OF CALLED 60 ACRES
 VOLUME 190, PAGE 483

TRACT 22
 4.72 AC.
 1133/1

NOTES:
 North Orientation is based on rotating the West line of
 Tract 1 (65.44 acre tract) to Grid North by utilizing GPS
 methods.
 Iron rods are not set at Easement corners.
 Distances are ground distances.

SCALE: 1" = 100'

0.297 ACRE
 EASEMENT NO. 1

1/2 INCH IRON ROD FOUND
 WITH CAP AT THE NORTHEAST
 CORNER OF TRACT 18 BEARS,
 N 37° 34' 20" E 567.37'

TRACT 18
 10.00 AC.
 1133/1

TRACT 17
 10.00 AC.
 1133/1

CALL TABLE

L1	N 79°06'42" E	444.57'
L2	S 86°35'45" E	64.83'
L3	S 03°24'15" W	16.00'
L4	N 86°35'45" W	62.83'
L5	S 79°06'42" W	428.55'
L6	S 03°18'44" E	300.28'
L7	S 86°41'16" W	16.00'
L8	N 03°18'44" W	314.29'

NOW OR FORMERLY
 PAUL LEVY
 REMAINDER OF CALLED 22 ACRES
 VOLUME 922, PAGE 283

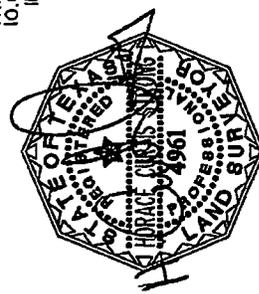
TRACT 21
 3.26 AC.
 1107/440

JOSEPH T. ROBINSON SURVEY
 A - 390

EXHIBIT "B"
 BVSWMMA
 0.297 ACRE

16' WIDE ELECTRICAL EASEMENT
 OVER AND ACROSS
 THE CITY OF COLLEGE STATION, TEXAS
 AND THE CITY OF BRYAN, TEXAS
 326 ACRE TRACT-VOLUME 1107, PAGE 440
 472 ACRE TRACT-VOLUME 1133, PAGE 1
 AND THE 10.00 ACRE TRACT -VOLUME 1133, PAGE 1

JOSEPH T. ROBINSON SURVEY A-390
 GRIMES COUNTY, TEXAS
 AUGUST 17, 2009



I, H. Curtis Strong, Registered Professional Land Surveyor
 No. 4961, do hereby certify that this Plat represents an
 on the ground survey, and is true and correct to the
 best of my knowledge.

TRACT 19
 10.00 AC.
 1133/1

EXHIBIT "A"
EASEMENT No. 2
BVSWMA
1.462 ACRES
16 FOOT WIDE ELECTRICAL EASEMENT
OVER AND ACROSS
THE CITY OF COLLEGE STATION, TEXAS
AND THE CITY OF BRYAN, TEXAS
65.44 ACRE TRACT-VOLUME 1133, PAGE 1
53.82 ACRE TRACT-VOLUME 1133, PAGE 1
17.82 ACRE TRACT-VOLUME 1145, PAGE 765
20.00 ACRE TRACT, VOLUME 1133, PAGE 1
14.71 ACRE TRACT-VOLUME 1133, PAGE 1
28.65 ACRE TRACT-VOLUME 1133, PAGE 1
20.29 ACRE TRACT-VOLUME 1088, PAGE 271
JOSEPH T. ROBINSON SURVEY, A-390
GRIMES COUNTY, TEXAS
AUGUST 17, 2009

All that certain lot, tract or parcel of land being 1.462 acres, and being a 16 foot wide Electrical Easement out of the JOSEPH T. ROBINSON SURVEY, ABSTRACT NUMBER 390, Grimes County, Texas, and being out of the following described tracts; A 17.82 acre tract (called Tract 3), as described in a deed from Mary Harriet Lott Travilla, aka Mary Travilla to The City of College Station, Texas and The City of Bryan, Texas, of record in Volume 1145, Page 765, Real Property Records of Grimes County, Texas, a 65.44 acre tract (called Tract 1), a 53.82 acre (called Tract 2), a 20.00 acre (called Tract 15), a 14.71 acre (called Tract 13), a 28.65 acre (called Tract 14), of record in Volume 1133, Page 1 of the Real Property Records of Grimes County, Texas, and a 20.29 acre (called Tract 11), as described in a deed from Colby G. Muth to The City of Bryan, Texas, and The City of College Station, Texas, of record in Volume 1088, Page 271 of the Real Property Records of Grimes County, Texas, said 1.462 acre easement being more particularly by metes and bounds as follows:

BEGINNING, at a point, for the Southwest corner, from which a ½ inch iron rod with cap found at the Southeast corner of said Tract 14, also being the Northeast corner of said 14.71 acre Tract 13, and being in the West line of said 20.29 acre Tract 11 bears, S 10° 14' 51" W a distance of 182.90 feet;

THENCE, N 82° 35' 12" W a distance of 16.00 feet, to a point for corner;

THENCE, N 07° 24' 48" E a distance of 12.41 feet, to a point for corner;

THENCE, N 81° 25' 51" W crossing the West line of said Tract 11 and the East line of said Tract 14, a distance of 70.62 feet, to the P.C. of a curve to the left, for corner;

THENCE, with said curve to the left, having a radius of 142.26 feet, an arc length of 103.71 feet, and a chord of S 77° 40' 58" W a distance of 101.43 feet, to the P.T. of said curve, for corner;

THENCE, along the Southeast and East line of this 16 foot wide Electrical Easement the following calls:

S 56° 47' 47" W, a distance of 415.66 feet, to a point for corner;
S 36° 24' 23" E, a distance of 11.37 feet, to a point for corner;
S 53° 35' 37" W, a distance of 16.00 feet, to a point for corner;
N 36° 24' 23" W, a distance of 12.29 feet, to a point for corner;
S 57° 01' 12" W, a distance of 1158.17 feet, to a point for corner;
S 52° 08' 09" W, a distance of 89.35 feet, to a point for corner;
S 54° 47' 44" W, a distance of 208.37 feet, to a point for corner;
S 56° 21' 44" W, a distance of 120.77 feet, to a point for corner;
S 61° 12' 11" W, a distance of 77.27 feet, to a point for corner;
S 55° 38' 22" W, a distance of 32.97 feet, to a point for corner;
S 50° 31' 14" W, a distance of 44.04 feet, to a point for corner;
S 56° 43' 23" W, a distance of 97.73 feet, to a point for corner;
S 58° 04' 19" W, a distance of 97.05 feet, to a point for corner;
S 46° 53' 01" W, a distance of 100.39 feet, to a point for corner;
S 54° 57' 09" W, a distance of 33.59 feet, to a point for corner;
S 17° 16' 05" W, a distance of 28.56 feet, to a point for corner;
S 06° 03' 47" E, a distance of 57.52 feet, to a point for corner;
S 28° 03' 11" E, a distance of 33.94 feet, to a point for corner;

S 16° 40' 12" E, a distance of 93.22 feet, to a point for corner;
S 12° 18' 54" E, a distance of 91.91 feet, to a point for corner;
S 01° 05' 41" E, a distance of 37.49 feet, to point for corner;
S 37° 08' 29" W, a distance of 31.76 feet, to a point for corner;
S 47° 53' 35" W, a distance of 76.13 feet, to a point for corner;
S 39° 14' 24" W, a distance of 56.38 feet, to a point for corner;
S 62° 51' 15" W, a distance of 77.26 feet, to a point for corner;
S 69° 53' 22" W, a distance of 155.87 feet, to a point for corner;
S 14° 15' 05" E, a distance of 149.57 feet, to a point for corner; and,
S 77° 04' 53" W, a distance of 383.36 feet, to a point for the most Southerly corner;

THENCE, N 17° 39' 06" W, a distance of 16.05 feet, to a point, for a Northwesterly corner, from which a ½ inch iron rod with cap found, at the Northwest corner of said Tract 1 bears, N 16° 08' 47" W, a distance of 1168.70 feet;

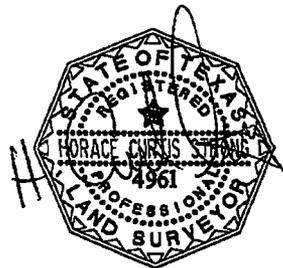
THENCE, along the Northwest and West lines of this 16 foot wide Electrical Easement, as follows,

N 77° 04' 53" E, a distance of 368.31, to a point for corner;
N 14° 15' 05" W, a distance of 147.64 feet, to a point for corner;
N 69° 53' 22" E, a distance of 169.33 feet, to a point for corner;
N 62° 51' 15" E, a distance of 72.93 feet, to a point for corner;
N 39° 14' 24" E, a distance of 54.25 feet, to a point for corner;
N 47° 53' 35" E, a distance of 75.83 feet, to a point for corner;
N 37° 08' 29" E, a distance of 24.71 feet, to a point for corner;
N 01° 05' 41" W, a distance of 30.38 feet, to a point for corner;
N 12° 18' 54" W, a distance of 89.73 feet, to a point for corner;
N 16° 40' 12" W, a distance of 91.02 feet, to a point for corner;
N 28° 03' 11" W, a distance of 35.45 feet, to a point for corner;
N 06° 03' 47" W, a distance of 63.93 feet, to a point for corner;
N 17° 06' 05" E, a distance of 37.33 feet, to a point for corner;
N 54° 57' 09" E, a distance of 37.92 feet, to a point for corner;
N 46° 53' 01" E, a distance of 100.83 feet, to a point for corner;
N 58° 04' 19" E, a distance of 98.43 feet, to a point for corner;
N 56° 43' 23" E, a distance of 96.68 feet, to a point for corner;
N 50° 31' 14" E, a distance of 43.88 feet, to a point for corner;
N 55° 38' 22" E, a distance of 34.46 feet, to a point for corner;
N 61° 12' 11" E, a distance of 77.37 feet, to a point for corner and,
N 56° 21' 24" E, a distance of 119.87 feet, to a point for corner;
N 54° 47' 44" E, a distance of 207.78 feet, to a point for corner;
N 52° 08' 09" E, a distance of 89.66 feet, to a point for corner;
N 57° 01' 12" E, a distance of 1166.37 feet, to a point for corner;
N 56° 47' 47" E, a distance of 424.05 feet, to the P.C. of a curve to the right;

THENCE, with said curve to the right, having a radius of 158.26 feet, an arc distance of 115.43 feet, and a chord of N 77° 40' 24" E, a distance of 112.89 feet, to the P.T. of said curve;

THENCE, S 81° 25' 51" E, a distance of 86.30 feet, to a point for corner;

THENCE, S 07° 24' 48" W, a distance of 28.09 feet, to the PLACE OF BEGINNING and containing an area of 1.462 acres of land, more or less, according to a survey performed on the ground in August, 2009, under the supervision of H. Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the West line of said 65.44 acre Tract 1 to Grid North by utilizing GPS methods.



STRONG SURVEYING
 1722 Broadmoor, Suite 105
 Bryan, Texas 77802
 Phone: (979) 776-9836
 Fax: (979) 731-0096
 email: curtis@strongsurveying.com

NOTES:
 North Orientation is based on rotating the West line of Tract 1 (65.44 acre tract) to Grid North by utilizing GPS methods.

Iron rods are not set at Easement corners.
 Distances are ground distances.

**JOSEPH T. ROBINSON SURVEY
 A - 390**

THE CITY OF COLLEGE STATION, TEXAS
 AND
 THE CITY OF BRYAN, TEXAS,
 VOLUME 1133, PAGE 1

1.462 ACRES
 EASEMENT NO. 2

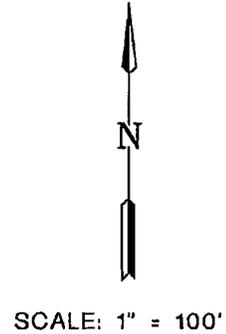
TRACT 1
 65.44 Ac.
 1133/1

1/2 INCH IRON ROD
 FOUND WITH CAP AT THE
 NORTHWEST CORNER OF
 TRACT 1 BEARS,
 S 16°08'47" E 1168.70'



I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that this Plat represents an on the ground survey, and is true and correct to the best of my knowledge.

TRACT 2
 53.82 Ac.
 1133/1



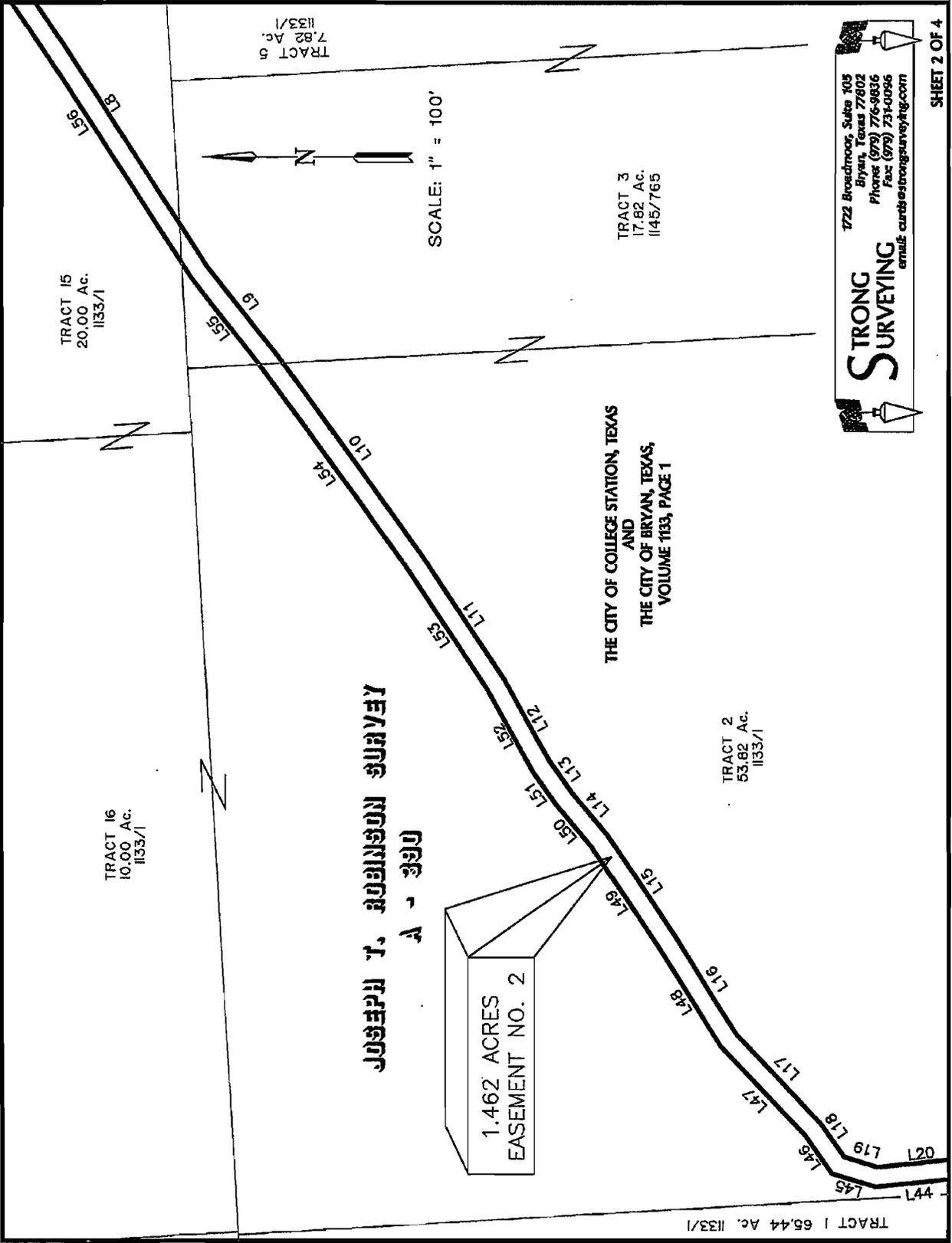
**EXHIBIT "B"
 BVSWMA**

1.462 ACRES

16' WIDE ELECTRICAL EASEMENT
 OVER AND ACROSS

THE CITY OF COLLEGE STATION, TEXAS
 AND THE CITY OF BRYAN, TEXAS
 65.44 ACRE TRACT-VOLUME 1133, PAGE 1
 53.82 ACRE TRACT-VOLUME 1133, PAGE 1
 17.82 ACRE TRACT-VOLUME 1145, PAGE 765
 20.00 ACRE TRACT-VOLUME 1133, PAGE 1
 14.71 ACRE TRACT-VOLUME 1133, PAGE 1
 28.65 ACRE TRACT-VOLUME 1133, PAGE 1
 20.29 ACRE TRACT-VOLUME 1088, PAGE 271
 JOSEPH T. ROBINSON SURVEY A-390

GRIMES COUNTY, TEXAS
 AUGUST 17, 2009



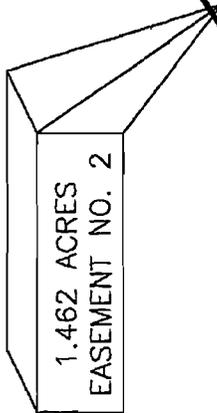
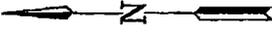
STRONG SURVEYING
email: curts@strongsurveying.com

7722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096

JOSEPH T. ROBINSON SURVEY
A - 390

TRACT 14
28.65 Ac.
1133/1

SCALE: 1" = 100'



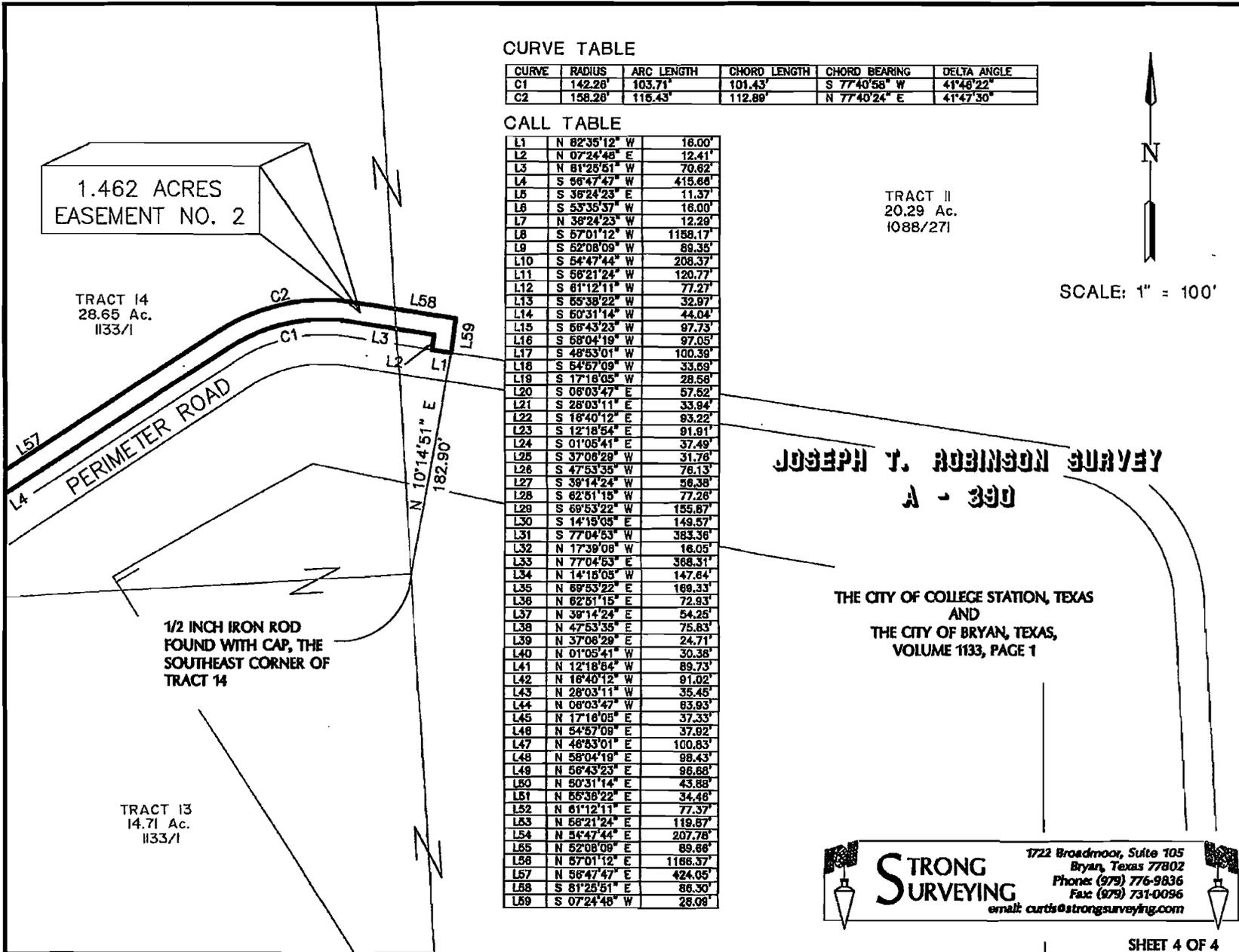
1.462 ACRES
EASEMENT NO. 2

THE CITY OF COLLEGE STATION, TEXAS
AND
THE CITY OF BRYAN, TEXAS,
VOLUME 1133, PAGE 1

TRACT 13
14.71 Ac.
1133/1

TRACT 15
20.00 Ac.
1133/1

STRONG SURVEYING
1722 Broadmoor, Suite 305
Bryan, Texas 77802
Phone (979) 776-9636
Fax (979) 731-0096
email: curtis@strongsurveying.com



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	142.26'	103.71'	101.43'	S 77°40'58" W	41°48'22"
C2	158.26'	116.43'	112.89'	N 77°40'24" E	41°47'30"

CALL TABLE

L1	N 82°35'12" W	18.00'
L2	N 07°24'48" E	12.41'
L3	N 81°25'51" W	70.62'
L4	S 66°47'47" W	415.68'
L5	S 36°24'23" E	11.37'
L6	S 55°35'37" W	18.00'
L7	N 36°24'23" W	12.29'
L8	S 57°01'12" W	1158.17'
L9	S 52°08'09" W	89.35'
L10	S 54°47'44" W	208.37'
L11	S 56°21'24" W	120.77'
L12	S 61°12'11" W	77.27'
L13	S 55°38'22" W	32.97'
L14	S 50°31'14" W	44.04'
L15	S 56°43'23" W	97.73'
L16	S 58°04'19" W	97.05'
L17	S 48°53'01" W	100.39'
L18	S 54°57'09" W	33.59'
L19	S 17°18'05" W	28.58'
L20	S 08°03'47" E	57.52'
L21	S 28°03'11" E	33.94'
L22	S 16°40'12" E	93.22'
L23	S 12°18'54" E	91.91'
L24	S 01°05'41" E	37.49'
L25	S 37°08'29" W	31.78'
L26	S 47°53'35" W	76.13'
L27	S 39°14'24" W	56.38'
L28	S 62°51'15" W	77.28'
L29	S 69°53'22" W	155.87'
L30	S 14°18'05" E	149.57'
L31	S 77°04'53" W	383.36'
L32	N 17°39'09" W	16.05'
L33	N 77°04'53" E	368.31'
L34	N 14°18'05" W	147.64'
L35	N 89°53'22" E	169.33'
L36	N 62°51'15" E	72.93'
L37	N 39°14'24" E	54.25'
L38	N 47°53'35" E	75.83'
L39	N 37°08'29" E	24.71'
L40	N 01°05'41" W	30.38'
L41	N 12°18'54" W	89.73'
L42	N 16°40'12" W	91.02'
L43	N 28°03'11" W	35.45'
L44	N 08°03'47" W	83.93'
L45	N 17°18'05" E	37.33'
L46	N 54°57'09" E	37.92'
L47	N 48°53'01" E	100.83'
L48	N 58°04'19" E	98.43'
L49	N 56°43'23" E	98.68'
L50	N 50°31'14" E	43.88'
L51	N 55°38'22" E	34.46'
L52	N 61°12'11" E	77.37'
L53	N 56°21'24" E	119.87'
L54	N 54°47'44" E	207.78'
L55	N 52°08'09" E	89.66'
L56	N 57°01'12" E	1166.37'
L57	N 56°47'47" E	424.05'
L58	S 81°25'51" E	86.30'
L59	S 07°24'48" W	28.08'



SCALE: 1" = 100'

TRACT II
20.29 Ac.
1088/271

**JOSEPH T. ROBINSON SURVEY
A - 390**

THE CITY OF COLLEGE STATION, TEXAS
AND
THE CITY OF BRYAN, TEXAS,
VOLUME 1133, PAGE 1

1/2 INCH IRON ROD
FOUND WITH CAP, THE
SOUTHEAST CORNER OF
TRACT 14

1.462 ACRES
EASEMENT NO. 2

TRACT 14
28.65 Ac.
1133/1

TRACT 13
14.71 Ac.
1133/1

STRONG SURVEYING
1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
email: curtis@strongsurveying.com

Account/Certificate No.

MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION, D/B/A MID-SOUTH SYNERGY
ELECTRIC SERVICE AGREEMENT

Customer Name and Mailing Address:

City of College Station, Texas
and
City of Bryan, Texas
PO Box 9960

College Station, Texas 77842

Service Location

BVSWMA Twin Oaks Landfill
Sump Pump #13145
2690 SH30
Anderson, Texas 77830

Customer's Status:

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Other

Type of Service:

<input checked="" type="checkbox"/>	Single-Phase	<input checked="" type="checkbox"/>	120/240 Volts
<input type="checkbox"/>	Three-Phase	<input type="checkbox"/>	120/208
		<input type="checkbox"/>	240/480 Volts
		<input type="checkbox"/>	Other:

Customer hereby makes application and agrees to purchase electric service from Mid-South Electric Cooperative Association (the "Cooperative") upon the following terms and conditions:

- Service.** Cooperative agrees to use reasonable diligence to provide electrical utility service (including but not limited to the supply of electric energy) to Customer's service location at a particular point where electric energy first leaves the line or equipment owned by Cooperative and enters Customer's service entrance conductors. When electric energy becomes available, Customer will purchase all electric energy required to be used at the Service Location from the Cooperative and use electric energy exclusively for the operation of Customer's equipment. The Cooperative may limit the amount of electric energy to be furnished as indicated above and in the Service Rules and Regulations contained in the Cooperative's Tariff. Customer understands that the voltage and frequency of electric energy provided may vary within the standards set forth in the Service Rules and Regulations. Nothing contained herein shall prohibit Customer from using electric energy generated by renewable energy sources (e.g. solar) in Customer's wholly-owned generating facilities.
- Payment.** Customer agrees to pay for electric service at the rates and upon the terms and conditions set forth in the Rate Schedule of the Tariff assigned to Customer's service, which Schedule and Tariff are incorporated herein by reference. Any future change in the rate made by the Cooperative for all similarly classified service shall be applicable from and after the effective date of such change. Cooperative will issue periodically a statement for services rendered to Customer. Customer agrees to pay the total amount shown on such statement within sixteen (16) days from the date of issue. Payment may be made at any office of the Cooperative. Customer grants to Cooperative a security interest in any patronage due Customer to secure Payment.
- Minimum Monthly Charge.** The minimum charge for each billing period (approximately 30 days) shall be (1) the demand charge or (2) \$, whichever is greater.
- Term.** The acceptance of this instrument by the Cooperative shall constitute an agreement between the Customer and the Cooperative and shall continue in force and effect for so long as Customer receives electric service from the Cooperative, and may be terminated by Customer upon written notice to the Cooperative and by Cooperative in accordance with the Cooperative's Service Rules and Regulations.
- Contribution in Aid of Construction.** Customer shall make a contribution in aid of construction to Cooperative in the amount \$ and no refund shall ever be due the party making the contribution except as may be provided in the Service Rules and Regulations of the Cooperative.
- Prepayment for Line Extension.** Prepayment for line extension may be required before the Cooperative begins construction of facilities or provides electric service.
- Customer's Installation.** Customer warrants that his or her installation at the Service Location (including all conductors, switches, equipment, wiring, and protective devices of any kind or character) is constructed in accordance with the

National Electrical Safety Code of American Standards Association, as well as applicable laws or ordinances, and that the Customer's installation will be maintained in a manner to conform to those standards.

8. **Easement and Right of Access.** Customer agrees to grant or to secure for Cooperative, at Customer's expense, necessary easements and rights-of-way on property owned or controlled by Customer and to provide suitable space on such premises for installation of facilities where such rights-of-way and space are necessary to provide electric service to Customer. Cooperative's representatives, employees, and assigns are hereby granted right of ingress and egress to Customer's premises at all reasonable times for the purpose of inspecting facilities, providing service, and carrying out the provisions hereof.
9. **Continuity of Service.** Cooperative shall use reasonable diligence under standard utility practices to provide constant and adequate electric service. Cooperative will not be liable, however, if electric power or service should fail or be interrupted, or become defective, or be reduced through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of the Cooperative.
10. **Meter Tampering.** In the event the Cooperative reasonably determines that its meter or equipment has been tampered with or bypassed, the Cooperative may disconnect service and/or estimate electric energy consumed. Customer shall be liable for payment of any bill or statement issued as a result thereof in accordance with the Cooperative's tariffs.
11. **Breach/Disconnection of Service.** Notwithstanding any provisions of this agreement. Cooperative may disconnect service if Customer fails to timely pay for electric service or otherwise breaches this agreement or any applicable provision of the Tariff, after notice in accordance with the Cooperative's Service Rules and Regulations.
12. **Disclaimer of Warranties.** COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Notice.** All notices required to be given under the terms and provisions of this agreement may be given by mailing to the other party by United States mail addressed to such other party at the address above. The notice shall bear the date of its mailing, and shall be effective on and after such date.
14. **Waiver.** No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.
15. **Assignment.** Customer may not assign this agreement. This agreement shall inure to the benefit of Cooperative's assigns.
16. **Law Governing.** This agreement shall be construed and governed in accordance with the laws of the State of Texas and venue for any suit shall be in Grimes County, Texas.
17. **Additional Terms.** The electric service contracted for herein is to be provided and taken in accordance with the provisions of this agreement for electric service, the Bylaws of the Cooperative, and the Cooperative's Service Rules and Regulations contained in the Cooperative's Tariff, and any amendments thereto. **THE TARIFF IS MADE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN.** A copy of the Tariff may be inspected at any office of the Cooperative.
18. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Customer and Cooperative for the service herein described, and Cooperative, its agents and employees, have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Customer agrees that Customer is not relying on any statements not contained herein.
19. **Effective Date/Modification.** Notwithstanding anything to the contrary contained herein, this agreement shall not become effective and is not binding until accepted by the Cooperative. No modification or alteration hereof shall be binding on either party unless reduced to writing and signed by the parties hereto.

MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION

By: _____
Manager or Authorized Employee

CUSTOMER:

By: see attached signature page
Property Owner/Tenant



PLEASE COMPLETE

(For Commercial Customers Only)

Company Name: BVSWMA - Twin Oaks Landfill

Billing Address: PO Box 9960

College Station, Texas 77842

Service Address: 2690 SH30

Anderson, Texas 77830

Owner of Company: N/A

Owner's Social Security #: N/A

Owner's Drivers License #: N/A D.O. B.: N/A

Primary Contact Person: BVSWMA Landfill Manager (979) 764-3878

Secondary Contact Person: BVSWMA Operations Supervisor (979) 764-3832

Emergency Outage Phone #: (979) 764-3600

Company's Tax Identification Number: see attached Tax ID Certificates

Has the company ever had an account with Mid-South Synergy before? No

If yes, under what name? _____

**** IF THIS ACCOUNT QUALIFIES TO BE TAX EXEMPT PLEASE PROVIDE MID- SOUTH WITH AN EXEMPTION FORM****

For Mid-South Synergy use only: Initiated by: _____ Account #: _____

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of Bryan	
Address (Street & number, P.O. Box or Route number) PO Box 1000	Phone (Area code and number) 979-209-5500
City, State, ZIP code Bryan, TX 77805	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

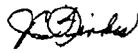
Description of items to be purchased or on the attached order or invoice:
Any/All Purchases

Purchaser claims this exemption for the following reason:
The City of Bryan is a municipality and as such claims an exemption from payment of taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas

Tax ID #1-74-6000441

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser 	Title Purchasing Manager	Date
--	-----------------------------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of College Station	
Address (Street & number, P.O. Box or Route number) 1101 TEXAS AVENUE (P.O. BOX 9960)	Phone (Area code and number) 979-764-3555
City, State, ZIP code College Station, TX 77840 (77842)	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Maintenance, repair, operating, and other miscellaneous supplies and services for Governmental purposes.

Purchaser claims this exemption for the following reason:

Municipality #74-6000534

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here →	Purchaser	Title	Date
	<i>Chris K. Jurney</i>	Assistant Director of Fiscal Services	01/01/09

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.



August 4, 2009
B.V.S.W.M.A.
Attn: Samantha Best

Re: B.V.S.W.M.A. Twin Oaks Landfill Sump Pump
13145

Dear Ms. Best;

In response to your request for a new service, Mid-South Synergy requires the payment of the Estimated Cost in aid of Construction (CIAC) and a Commercial Deposit:

Construction Cost for new sump pump service	\$30,103.49
<u>Tax Amount</u>	<u>\$2,031.99</u>
Customer Cost in aid of Construction	\$32,135.48

<u>Commercial Deposit (#305397-02)</u>	<u>\$400.00</u>
--	-----------------

Payment required before start of construction **\$32,535.48**

Commercial Customers are required to pay 100% of the Cost In Aid of Construction (CIAC). Customers shall be entitled to receive a refund of up to three times the Net revenue received by MSS from the usage of electricity by the Customer or 25% of the CIAC for the line extension, whichever is less; PROVIDED that the customer meets the following obligations:

1. The customer must maintain continuous electric service from the cooperative for a minimum period of one year after completion of the line extension and installation of the permanent meter.
2. The customer is not delinquent in the payment of any Cooperative billing during the one year period.

Commercial customers must pay a deposit equal to 1/6th of the estimated usage at the point of service. The estimated usage is based off the customers stated load and hours of operation. A commercial customer can also submit a 12 month usage history for similarly sized establishment.

This proposal will only be valid for 90 calendar days. Once easements are agreed upon and payment has been received then the construction drawings will then be turned over to the Operations Department. Should you have any questions or need further information, please do not hesitate to contact me at (936) 825-5112 or e-mail me at ehulsey@midsouthsynergy.com.

Sincerely,

A handwritten signature in black ink that reads "Ed Hulsey". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Ed Hulsey, Developer Coordinator
Mid-South Synergy

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Carla A Robinson

City Attorney
Date: _____

Chief Financial Officer
Date: _____

CITY OF BRYAN

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney

Date: _____

Chief Financial Officer

Date: _____

Account/Certificate No.

MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION, D/B/A MID-SOUTH SYNERGY
ELECTRIC SERVICE AGREEMENT

Customer Name and Mailing Address:

City of College Station, Texas
and
City of Bryan, Texas
PO Box 9960
College Station, Texas 77842

Customer's Status:

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Other

Service Location

BVSWMA Twin Oaks Landfill
Maintenance Building #326062
2690 SH30
Anderson, Texas 77830

Type of Service:

<input checked="" type="checkbox"/>	Single-Phase	<input checked="" type="checkbox"/>	120/240 Volts
<input type="checkbox"/>	Three-Phase	<input type="checkbox"/>	120/208
		<input type="checkbox"/>	240/480 Volts
		<input type="checkbox"/>	Other:

Customer hereby makes application and agrees to purchase electric service from Mid-South Electric Cooperative Association (the "Cooperative") upon the following terms and conditions:

- Service.** Cooperative agrees to use reasonable diligence to provide electrical utility service (including but not limited to the supply of electric energy) to Customer's service location at a particular point where electric energy first leaves the line or equipment owned by Cooperative and enters Customer's service entrance conductors. When electric energy becomes available, Customer will purchase all electric energy required to be used at the Service Location from the Cooperative and use electric energy exclusively for the operation of Customer's equipment. The Cooperative may limit the amount of electric energy to be furnished as indicated above and in the Service Rules and Regulations contained in the Cooperative's Tariff. Customer understands that the voltage and frequency of electric energy provided may vary within the standards set forth in the Service Rules and Regulations. Nothing contained herein shall prohibit Customer from using electric energy generated by renewable energy sources (e.g. solar) in Customer's wholly-owned generating facilities.
- Payment.** Customer agrees to pay for electric service at the rates and upon the terms and conditions set forth in the Rate Schedule of the Tariff assigned to Customer's service, which Schedule and Tariff are incorporated herein by reference. Any future change in the rate made by the Cooperative for all similarly classified service shall be applicable from and after the effective date of such change. Cooperative will issue periodically a statement for services rendered to Customer. Customer agrees to pay the total amount shown on such statement within sixteen (16) days from the date of issue. Payment may be made at any office of the Cooperative. Customer grants to Cooperative a security interest in any patronage due Customer to secure Payment.
- Minimum Monthly Charge.** The minimum charge for each billing period (approximately 30 days) shall be (1) the demand charge or (2) \$, whichever is greater.
- Term.** The acceptance of this instrument by the Cooperative shall constitute an agreement between the Customer and the Cooperative and shall continue in force and effect for so long as Customer receives electric service from the Cooperative, and may be terminated by Customer upon written notice to the Cooperative and by Cooperative in accordance with the Cooperative's Service Rules and Regulations.
- Contribution in Aid of Construction.** Customer shall make a contribution in aid of construction to Cooperative in the amount \$ and no refund shall ever be due the party making the contribution except as may be provided in the Service Rules and Regulations of the Cooperative.
- Prepayment for Line Extension.** Prepayment for line extension may be required before the Cooperative begins construction of facilities or provides electric service.
- Customer's Installation.** Customer warrants that his or her installation at the Service Location (including all conductors, switches, equipment, wiring, and protective devices of any kind or character) is constructed in accordance with the

National Electrical Safety Code of American Standards Association, as well as applicable laws or ordinances, and that the Customer's installation will be maintained in a manner to conform to those standards.

8. **Easement and Right of Access.** Customer agrees to grant or to secure for Cooperative, at Customer's expense, necessary easements and rights-of-way on property owned or controlled by Customer and to provide suitable space on such premises for installation of facilities where such rights-of-way and space are necessary to provide electric service to Customer. Cooperative's representatives, employees, and assigns are hereby granted right of ingress and egress to Customer's premises at all reasonable times for the purpose of inspecting facilities, providing service, and carrying out the provisions hereof.
9. **Continuity of Service.** Cooperative shall use reasonable diligence under standard utility practices to provide constant and adequate electric service. Cooperative will not be liable, however, if electric power or service should fail or be interrupted, or become defective, or be reduced through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of the Cooperative.
10. **Meter Tampering.** In the event the Cooperative reasonably determines that its meter or equipment has been tampered with or bypassed, the Cooperative may disconnect service and/or estimate electric energy consumed. Customer shall be liable for payment of any bill or statement issued as a result thereof in accordance with the Cooperative's tariffs.
11. **Breach/Disconnection of Service.** Notwithstanding any provisions of this agreement. Cooperative may disconnect service if Customer fails to timely pay for electric service or otherwise breaches this agreement or any applicable provision of the Tariff, after notice in accordance with the Cooperative's Service Rules and Regulations.
12. **Disclaimer of Warranties.** COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Notice.** All notices required to be given under the terms and provisions of this agreement may be given by mailing to the other party by United States mail addressed to such other party at the address above. The notice shall bear the date of its mailing, and shall be effective on and after such date.
14. **Waiver.** No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.
15. **Assignment.** Customer may not assign this agreement. This agreement shall inure to the benefit of Cooperative's assigns.
16. **Law Governing.** This agreement shall be construed and governed in accordance with the laws of the State of Texas and venue for any suit shall be in Grimes County, Texas.
17. **Additional Terms.** The electric service contracted for herein is to be provided and taken in accordance with the provisions of this agreement for electric service, the Bylaws of the Cooperative, and the Cooperative's Service Rules and Regulations contained in the Cooperative's Tariff, and any amendments thereto. **THE TARIFF IS MADE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN.** A copy of the Tariff may be inspected at any office of the Cooperative.
18. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Customer and Cooperative for the service herein described, and Cooperative, its agents and employees, have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Customer agrees that Customer is not relying on any statements not contained herein.
19. **Effective Date/Modification.** Notwithstanding anything to the contrary contained herein, this agreement shall not become effective and is not binding until accepted by the Cooperative. No modification or alteration hereof shall be binding on either party unless reduced to writing and signed by the parties hereto.

MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION

CUSTOMER:

By: _____
Manager or Authorized Employee

By: see attached signature page
Property Owner/Tenant



PLEASE COMPLETE

(For Commercial Customers Only)

Company Name: BVSWMA - Twin Oaks Landfill

Billing Address: PO Box 9960

College Station, Texas 77842

Service Address: 2690 SH30

Anderson, Texas 77830

Owner of Company: N/A

Owner's Social Security #: N/A

Owner's Drivers License #: N/A D.O. B.: N/A

Primary Contact Person: BVSWMA Landfill Manager (979) 764-3878

Secondary Contact Person: BVSWMA Operations Supervisor (979) 764-3832

Emergency Outage Phone #: (979) 764-3600

Company's Tax Identification Number: see attached Tax ID Certificates

Has the company ever had an account with Mid-South Synergy before? No

If yes, under what name? _____

**** IF THIS ACCOUNT QUALIFIES TO BE TAX EXEMPT PLEASE PROVIDE MID- SOUTH WITH AN EXEMPTION FORM****

For Mid-South Synergy use only: Initiated by: _____ Account #: _____

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of Bryan	
Address (Street & number, P.O. Box or Route number) PO Box 1000	Phone (Area code and number) 979-209-5500
City, State, ZIP code Bryan, TX 77805	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

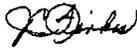
Description of items to be purchased or on the attached order or invoice:
Any/All Purchases

Purchaser claims this exemption for the following reason:
The City of Bryan is a municipality and as such claims an exemption from payment of taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas

Tax ID #1-74-6000441

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser 	Title Purchasing Manager	Date
--	-----------------------------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of College Station	
Address (Street & number, P.O. Box or Route number) 1101 TEXAS AVENUE (P.O. BOX 9960)	Phone (Area code and number) 979-764-3555
City, State, ZIP code College Station, TX 77840 (77842)	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

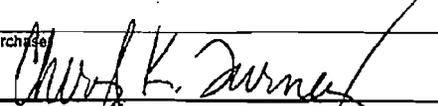
Maintenance, repair, operating, and other miscellaneous supplies and services for Governmental purposes.

Purchaser claims this exemption for the following reason:

Municipality #74-6000534

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser	Title	Date
		Assistant Director of Fiscal Services	01/01/09

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.



August 4, 2009
B.V.S.W.M.A.
Attn: Samantha Best

Re: B.V.S.W.M.A. Twin Oaks Landfill Maintenance Barn
326062

Dear Ms. Best;

In response to your request for a new service, Mid-South Synergy requires the payment of the Estimated Cost in aid of Construction (CIAC) and a Commercial Deposit:

Construction Cost for new maintenance barn service	\$9,822.78
<u>Tax Amount</u>	<u>\$663.04</u>
Customer Cost in aid of Construction	\$10,485.82
<u>Commercial Deposit (#300797-01)</u>	<u>\$1,700.00</u>
Payment required before start of construction	\$12,185.82

Commercial Customers are required to pay 100% of the Cost In Aid of Construction (CIAC). Customers shall be entitled to receive a refund of up to three times the Net revenue received by MSS from the usage of electricity by the Customer or 25% of the CIAC for the line extension, whichever is less; PROVIDED that the customer meets the following obligations:

1. The customer must maintain continuous electric service from the cooperative for a minimum period of one year after completion of the line extension and installation of the permanent meter.
2. The customer is not delinquent in the payment of any Cooperative billing during the one year period.

Commercial customers must pay a deposit equal to 1/6th of the estimated usage at the point of service. The estimated usage is based off the customers stated load and hours of operation. A commercial customer can also submit a 12 month usage history for similarly sized establishment.

This proposal will only be valid for 90 calendar days. Once easements are agreed upon and payment has been received then the construction drawings will then be turned over to the Operations Department. Should you have any questions or need further information, please do not hesitate to contact me at (936) 825-5112 or e-mail me at ehulsey@midsouthsynergy.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Hulsey", is written over a light blue horizontal line.

Ed Hulsey, Developer Coordinator
Mid-South Synergy

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Carla A. Robinson

City Attorney
Date: _____

Chief Financial Officer
Date: _____

CITY OF BRYAN

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney

Date: _____

Chief Financial Officer

Date: _____

Account/Certificate No.

MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION, D/B/A MID-SOUTH SYNERGY
ELECTRIC SERVICE AGREEMENT

Customer Name and Mailing Address:

City of College Station, Texas
and
City of Bryan, Texas
PO Box 9960
College Station, Texas 77842

Customer's Status:

Corporation Partnership
 Individual Other

Service Location

BVSWMA Twin Oaks Landfill
Scale House #500823
2690 SH30
Anderson, Texas 77830

Type of Service:

Single-Phase 120/240 Volts
 Three-Phase 120/208
 240/480 Volts
 Other:

Customer hereby makes application and agrees to purchase electric service from Mid-South Electric Cooperative Association (the "Cooperative") upon the following terms and conditions:

- Service.** Cooperative agrees to use reasonable diligence to provide electrical utility service (including but not limited to the supply of electric energy) to Customer's service location at a particular point where electric energy first leaves the line or equipment owned by Cooperative and enters Customer's service entrance conductors. When electric energy becomes available, Customer will purchase all electric energy required to be used at the Service Location from the Cooperative and use electric energy exclusively for the operation of Customer's equipment. The Cooperative may limit the amount of electric energy to be furnished as indicated above and in the Service Rules and Regulations contained in the Cooperative's Tariff. Customer understands that the voltage and frequency of electric energy provided may vary within the standards set forth in the Service Rules and Regulations. Nothing contained herein shall prohibit Customer from using electric energy generated by renewable energy sources (e.g. solar) in Customer's wholly-owned generating facilities.
- Payment.** Customer agrees to pay for electric service at the rates and upon the terms and conditions set forth in the Rate Schedule of the Tariff assigned to Customer's service, which Schedule and Tariff are incorporated herein by reference. Any future change in the rate made by the Cooperative for all similarly classified service shall be applicable from and after the effective date of such change. Cooperative will issue periodically a statement for services rendered to Customer. Customer agrees to pay the total amount shown on such statement within sixteen (16) days from the date of issue. Payment may be made at any office of the Cooperative. Customer grants to Cooperative a security interest in any patronage due Customer to secure Payment.
- Minimum Monthly Charge.** The minimum charge for each billing period (approximately 30 days) shall be (1) the demand charge or (2) \$, whichever is greater.
- Term.** The acceptance of this instrument by the Cooperative shall constitute an agreement between the Customer and the Cooperative and shall continue in force and effect for so long as Customer receives electric service from the Cooperative, and may be terminated by Customer upon written notice to the Cooperative and by Cooperative in accordance with the Cooperative's Service Rules and Regulations.
- Contribution in Aid of Construction.** Customer shall make a contribution in aid of construction to Cooperative in the amount \$ and no refund shall ever be due the party making the contribution except as may be provided in the Service Rules and Regulations of the Cooperative.
- Prepayment for Line Extension.** Prepayment for line extension may be required before the Cooperative begins construction of facilities or provides electric service.
- Customer's Installation.** Customer warrants that his or her installation at the Service Location (including all conductors, switches, equipment, wiring, and protective devices of any kind or character) is constructed in accordance with the

National Electrical Safety Code of American Standards Association, as well as applicable laws or ordinances, and that the Customer's installation will be maintained in a manner to conform to those standards.

8. **Easement and Right of Access.** Customer agrees to grant or to secure for Cooperative, at Customer's expense, necessary easements and rights-of-way on property owned or controlled by Customer and to provide suitable space on such premises for installation of facilities where such rights-of-way and space are necessary to provide electric service to Customer. Cooperative's representatives, employees, and assigns are hereby granted right of ingress and egress to Customer's premises at all reasonable times for the purpose of inspecting facilities, providing service, and carrying out the provisions hereof.
9. **Continuity of Service.** Cooperative shall use reasonable diligence under standard utility practices to provide constant and adequate electric service. Cooperative will not be liable, however, if electric power or service should fail or be interrupted, or become defective, or be reduced through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of the Cooperative.
10. **Meter Tampering.** In the event the Cooperative reasonably determines that its meter or equipment has been tampered with or bypassed, the Cooperative may disconnect service and/or estimate electric energy consumed. Customer shall be liable for payment of any bill or statement issued as a result thereof in accordance with the Cooperative's tariffs.
11. **Breach/Disconnection of Service.** Notwithstanding any provisions of this agreement. Cooperative may disconnect service if Customer fails to timely pay for electric service or otherwise breaches this agreement or any applicable provision of the Tariff, after notice in accordance with the Cooperative's Service Rules and Regulations.
12. **Disclaimer of Warranties.** COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Notice.** All notices required to be given under the terms and provisions of this agreement may be given by mailing to the other party by United States mail addressed to such other party at the address above. The notice shall bear the date of its mailing, and shall be effective on and after such date.
14. **Waiver.** No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.
15. **Assignment.** Customer may not assign this agreement. This agreement shall inure to the benefit of Cooperative's assigns.
16. **Law Governing.** This agreement shall be construed and governed in accordance with the laws of the State of Texas and venue for any suit shall be in Grimes County, Texas.
17. **Additional Terms.** The electric service contracted for herein is to be provided and taken in accordance with the provisions of this agreement for electric service, the Bylaws of the Cooperative, and the Cooperative's Service Rules and Regulations contained in the Cooperative's Tariff, and any amendments thereto. THE TARIFF IS MADE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN. A copy of the Tariff may be inspected at any office of the Cooperative.
18. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Customer and Cooperative for the service herein described, and Cooperative, its agents and employees, have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Customer agrees that Customer is not relying on any statements not contained herein.
19. **Effective Date/Modification.** Notwithstanding anything to the contrary contained herein, this agreement shall not become effective and is not binding until accepted by the Cooperative. No modification or alteration hereof shall be binding on either party unless reduced to writing and signed by the parties hereto.

MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION

CUSTOMER:

By: _____
Manager or Authorized Employee

By: see attached signature page
Property Owner/Tenant



PLEASE COMPLETE

(For Commercial Customers Only)

Company Name: BVSWMA - Twin Oaks Landfill

Billing Address: PO Box 9960

College Station, Texas 77842

Service Address: 2690 SH30

Anderson, Texas 77830

Owner of Company: N/A

Owner's Social Security #: N/A

Owner's Drivers License #: N/A D.O. B.: N/A

Primary Contact Person: BVSWMA Landfill Manager (979) 764-3878

Secondary Contact Person: BVSWMA Operations Supervisor (979) 764-3832

Emergency Outage Phone #: (979) 764-3600

Company's Tax Identification Number: see attached Tax ID Certificates

Has the company ever had an account with Mid-South Synergy before? No

If yes, under what name? _____

**** IF THIS ACCOUNT QUALIFIES TO BE TAX EXEMPT PLEASE PROVIDE MID- SOUTH WITH AN EXEMPTION FORM****

For Mid-South Synergy use only: Initiated by: _____ Account #: _____

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of Bryan	
Address (Street & number, P.O. Box or Route number) PO Box 1000	Phone (Area code and number) 979-209-5500
City, State, ZIP code Bryan, TX 77805	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:
Any/All Purchases

Purchaser claims this exemption for the following reason:
The City of Bryan is a municipality and as such claims an exemption from payment of taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas

Tax ID #1-74-6000441

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser 	Title Purchasing Manager	Date
--	-----------------------------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of College Station	
Address (Street & number, P.O. Box or Route number) 1101 TEXAS AVENUE (P.O. BOX 9960)	Phone (Area code and number) 979-764-3555
City, State, ZIP code College Station, TX 77840 (77842)	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

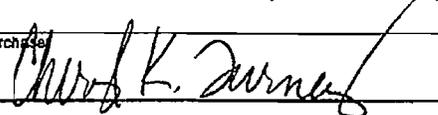
Maintenance, repair, operating, and other miscellaneous supplies and services for Governmental purposes.

Purchaser claims this exemption for the following reason:

Municipality #74-600534

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser	Title	Date
		Assistant Director of Fiscal Services	01/01/09

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.



August 4, 2009
B.V.S.W.M.A.
Attn: Samantha Best

Re: B.V.S.W.M.A. Twin Oaks Landfill Scale House
500823

Dear Ms. Best;

In response to your request for a new service, Mid-South Synergy requires the payment of the Estimated Cost in aid of Construction (CIAC) and a Commercial Deposit:

Construction Cost for new scale house service	\$10,216.27
<u>Tax Amount</u>	<u>\$689.60</u>
Customer Cost in aid of Construction	\$10,905.87
<u>Commercial Deposit (#300797-01)</u>	<u>\$850.00</u>
Payment required before start of construction	\$11,755.87

Commercial Customers are required to pay 100% of the Cost In Aid of Construction (CIAC). Customers shall be entitled to receive a refund of up to three times the Net revenue received by MSS from the usage of electricity by the Customer or 25% of the CIAC for the line extension, whichever is less; PROVIDED that the customer meets the following obligations:

1. The customer must maintain continuous electric service from the cooperative for a minimum period of one year after completion of the line extension and installation of the permanent meter.
2. The customer is not delinquent in the payment of any Cooperative billing during the one year period.

Commercial customers must pay a deposit equal to 1/6th of the estimated usage at the point of service. The estimated usage is based off the customers stated load and hours of operation. A commercial customer can also submit a 12 month usage history for similarly sized establishment.

This proposal will only be valid for 90 calendar days. Once easements are agreed upon and payment has been received then the construction drawings will then be turned over to the Operations Department. Should you have any questions or need further information, please do not hesitate to contact me at (936) 825-5112 or e-mail me at ehulsey@midsouthsynergy.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Hulse", written in a cursive style.

Ed Hulsey, Developer Coordinator
Mid-South Synergy

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Carla A. Roberson

City Attorney
Date: _____

Chief Financial Officer
Date: _____

CITY OF BRYAN

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney

Date: _____

Chief Financial Officer

Date: _____

October 19, 2009
Consent Agenda Item No. 3o
BVSWMA Purchase

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the purchase of a D8T Dozer from Mustang Tractor & Equipment to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$719,000.00

Recommendation(s): Staff recommends award to Mustang Tractor & Equipment for the original purchase price of \$719,000.00

Summary: This purchase is for a diesel powered, D8T Dozer to be used by the Brazos Valley Solid Waste Management Agency for waste handling operations. The machine is appropriately sized to handle the amount of daily waste received at the working face. The machine will be able to lift the tarp machine and deploy tarps for alternate daily cover. The D8T will also be utilized to assist in applying daily cover, stripping cover, and required construction. The winch will be utilized in pulling out other machinery and equipment during inclement weather conditions. The fire suppression system will protect BVSWMA's investment and is recommended for all equipment operating in the waste.

<u>Vendor</u>	<u>Base Bid</u>
Mustang Tractor	\$719,000.00

Budget & Financial Summary: This purchase is budgeted in the FY2010 BVSWMA Operating Fund as a service level adjustment. The service level adjustment was approved by the BVSWMA Policy Advisory Board and both the College Station and Bryan City Councils during the FY2010 budget approval process. The quote on this unit was acquired by Mustang Tractor utilizing BuyBoard pricing. **As this purchase is in excess of \$50,000, it will require the approval of the Bryan City Council.**

Attachments:

1. Quote



8212 West SH 21
 Bryan, Texas 77807-4933
 Main 979-775-0639 • Fax 979-775-2838

Howard Stough
 BVSWMA

JW09-1115

October 5, 2009

CAT D8T Dozer	CAT LIST \$761,431
CAT C15 ACERT Turbo-Charged Engine @ 310 HP	
PA 140VS Variable Speed Winch with Cable	
Waste Arrangement-Non Suspension UC	
Auto-Reversing Fan	
Oil Change System	
Turbine Pre-cleaner	
AMOCSS Waste Handling Radiator	
Thermal Shield	
28" Extreme Service Trapezoidal PPR UC	
95-Amp Ducted Alternator	
Six Work Lights (2F-2S-2R)	
ROPS Mounted A/C	
Enhanced Clean Air Arrangement	
Pressurized Cab	
CAES Ready Installation	
Fast Fuel Guarding	
Final Drive Clam Guard	
Fuel Tank Guard	
Powered Belly Pans	
Radiator Guard	
Rear Screen	
8SU Landfill Dozer	
Product Link-36 Month Paid for Health Watch	
CAES System	\$64,360
Freight and Installation	\$18,000
Warranty	\$20,640
All State Fire Suppression	\$8650
	BUYBOARD DISCOUNT (9%) (\$68,529)
	ADDITIONAL MUSTANG DISCOUNT (\$85,552)
	<hr/>
	TOTAL BUYBOARD SALE PRICE \$719,000

Apply) Warranty: -Complete Machine-6 Month Full Machine (Some Restrictions
 -60 Month or 7500 Hour Powertrain + Hydraulics Warranty
 (Whichever Comes First)

(QUOTE GOOD FOR 15 DAYS-BUYBOARD BID-CONTRACT # 268-07)

October 19, 2009
Consent Agenda Item No. 3p
Exempt Purchase for BSWMA Litigation Professional Services

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion to authorize an increase in funds for professional services rendered in fiscal year 2009 from Coats, Rose, Yale, Ryman & Lee PC for litigation concerning the Brazos Valley Solid Waste Management Agency (BSWMA) in the amount of \$33,284.46 for a total of \$123,284.46. Approval by the Council of this request will ratify \$33,284.46 expended for additional legal costs associated with this project through September 30, 2009.

Recommendation(s): Staff recommends approval of an additional \$33,284.46.00 in funds for this project for fiscal year 2009.

Summary: On July 23, 2009 Council authorized funds in the amount of \$90,000.00 for BSWMA litigation services from Coats, Rose, Yale, Ryman & Lee PC. \$123,284.46 has been expended through September 30, 2009. Approval by the Council of this request will ratify the additional \$33,284.46 already expended in fiscal year 2009 for legal costs associated with this project.

This request for approval of additional funds is for professional services from Coats, Rose, Yale, Ryman & Lee PC and is thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(4) procurement for personal, professional, or planning services:

Purchase Order:

Purchase Order #090319 - \$123,284.46

Budget & Financial Summary: Funds for the additional professional services will come from the General Fund.

Attachments: None.

October 19, 2009
Consent Agenda Item No. 3q
Legal Counsel to Create Landfill Governmental Corporation

To: Glenn Brown, City Manager

From: City Manager's Office

Agenda Caption: Presentation, possible action, and discussion to approve an agreement in an amount not to exceed \$60,000 with the legal firm of Nichols, Jackson, Dillard, Hager & Smith, L.L.P. to establish an entity, such as a local government corporation, to own and operate Brazos Valley Solid Waste Management Agency and authorization for the Mayor to execute the agreement.

Recommendation(s): Staff recommends approval of an agreement with Nichols, Jackson, Dillard, Hager & Smith, L.L.P. and authorization for the Mayor to execute the agreement.

Summary: Staff has received a letter of engagement outlining the services proposed by the legal firm of Nichols, Jackson, Dillard, Hager & Smith, L.L.P. to represent the cities in connection with a mediated settlement concerning the ownership, operation and use of the joint solid waste facilities owned and operated through the Brazos Valley Solid Waste Management Agency. The clients will initially jointly be the Cities of College Station and Bryan. This item is to approve the agreement with this legal firm and authorize the Mayor to execute the agreement.

The City of Bryan approved engaging the legal firm of Nichols, Jackson, Dillard, Hager & Smith, L.L.P. for this purpose at their October 13 Council meeting.

Budget & Financial Summary: It is proposed that funds from the BVSWMA Fund will be used to cover this expense as the services will be forming a local government corporation to address the ownership, operation and use of the joint solid waste facilities. It is estimated this expense will not exceed \$60,000.

Attachments:

1. Engagement Letter

NICHOLS, JACKSON, DILLARD, HAGER & SMITH, L.L.P.

Peter G. Smith
Direct: (214) 665-3365
Email: psmith@njdhs.com

ATTORNEYS & COUNSELORS AT LAW
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201
(214) 965-9900
Fax (214) 965-0010
Email NJDHS@NJDHS.COM

ROBERT L. DILLARD, JR. (1913-2000)
H. LOUIS NICHOLS
LAWRENCE JACKSON
OF COUNSEL

October 13, 2009

Via Email: bwhite@cstx.gov
City of College Station
c/o Mayor Ben White
1101 Texas Avenue
College Station, Texas 77840

Via Email: mconlee@bryantx.gov
City of Bryan
c/o Mayor D. Mark Conlee
300 South Texas Avenue
Bryan, Texas 77803

Re: Joint Representation of the Cities of College Station and Bryan

Dear Mayor White and Mayor Conlee:

This will serve to confirm that the City of College Station, Texas and the City of Bryan, Texas have jointly employed the law firm of NICHOLS, JACKSON, DILLARD, HAGER & SMITH, L.L.P. ("the Firm") to represent the cities in connection with a mediated settlement concerning the ownership, operation and use of the joint solid waste facilities owned and operated pursuant to certain interlocal cooperation agreements between the Cities also known as the Brazos Valley Solid Waste Agency ("BVSWA"), and other legal matters assigned in writing by the respective city to the Firm from time to time.

We understand the engagement is to generally establish an entity, such as a local government corporation, to own and operate BVSWA. We further understand that each city will designate one or more representatives to work with the Firm on the assigned tasks. We expect to complete the necessary legal services prior to the end of this calendar year. The primary attorneys assigned to provide the requested services shall be Peter G. Smith, managing partner and Kevin B. Laughlin. Requests and communications regarding this engagement should be directed to the undersigned who may be contacted at the Firm's general telephone line (214) 965-9900, direct dial telephone (214) 665-3365, cell phone (214) 535-3818, or by email at psmith@njdhs.com. Kevin B. Laughlin may be contacted at the Firm's general telephone line (214) 965-9900, direct dial telephone (214) 665-3337, cell phone (432) 770-3763, or by email at klaughlin@njdhs.com. Other attorneys of the Firm may be assigned work from time to time.

NICHOLS, JACKSON, DILLARD, HAGER & SMITH, L.L.P. will provide the required legal services at the rate of \$160.00 per hour. This rate applies to all attorneys regardless of experience. The Firm will forward to you, on behalf of each City, a monthly itemized invoice for legal services which will include the date, description of the activity or transaction, the name or initials of the person performing the service, the time used for that service, the amount charged, client cost and a total of the fees and cost due for the monthly period. The Firm charges for the cost of copies and for outgoing facsimile transmissions, courier service, and for travel expenses. In addition to monthly invoice indicating total services performed, each City will

receive an invoice for its 50% share of the fees and costs. If at any time either City has any questions regarding the charges shown on the monthly invoice, the Firm will immediately investigate, and, if necessary, eliminate such charges or provide a credit in the next billing.

Thank you for this opportunity to be of service to the Cities, we look forward to working with each City. If the terms are acceptable please execute in the signature block provided below on behalf of the respective City and return to us by facsimile transmission or email. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. We will start the required services as soon we receive executed counterparts from each City. We will forward a fully executed copy to each City. If you have any questions, please do not hesitate to contact us.

Sincerely,

**NICHOLS, JACKSON, DILLARD
HAGER & SMITH, L.L.P.**

By: 
Peter G. Smith

PGS:tlo

cc: Harvey Cargill, College Station City Attorney (*Via Email: hcargill@cstx.gov*)
Janis Hampton, Bryan City Attorney (*Via Email: jhampton@bryantx.gov*)
Alvin Zimmerman (*Via Email: azimmerman@zimmerlaw.com*)

Agreed to and accepted:

CITY OF COLLEGE STATION

By: _____
Ben White, Mayor

Agreed to and accepted:

CITY OF BRYAN

By: _____
D. Mark Conlee, Mayor

October 19, 2009
Consent Agenda Item No. 3r
University Towne Center Development Agreement – First Amendment

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding an amendment to the Economic Development, Drainage and Corridor Beautification Participation Agreement between the City of College Station and Sahara Realty.

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

Summary: The original agreement, executed in 2005, pertains to the development of University Town Center. Section 2.1.5 of the agreement required, in part, that Sahara Realty was to obtain building permits for Phase 2 of the development by January 31, 2008 and permits for Phase 3 by January 31, 2009 in order to receive payments of \$187,126.52 and \$117,126.52 respectively.

Given the current softening of the local, state and national economy and in light of the developer's demonstrable efforts to abide by all of the other performance criteria as identified in the agreement, Sahara Realty has proposed the attached amendment. If approved by the Council, this amendment will allow the developer until December 31, 2015, to secure building permits for the remaining phases of the development as identified in the agreement.

Budget & Financial Summary: N/A

Attachments:

Attachment 1 – First Amendment

(A copy of the original development agreement is available for public review in the City Secretary's Office)

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT, DRAINAGE AND
CORRIDOR BEAUTIFICATION PARTICIPATION AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND SAHARA REALTY GROUP, LTD.

This is the First Amendment (this "Amendment") to the Economic Development, Drainage and Corridor Beautification Participation Agreement, dated effective November 4, 2005, between the City of College Station, Texas (the "CITY") and Sahara Realty Group, Ltd. (the "DEVELOPER") (the "Agreement"). The City and the Developer agree to amend and modify the Agreement as herein provided. The following terms and conditions shall control insofar as they may be inconsistent with or in addition to the terms of the Agreement. Capitalized or other terms in this Amendment shall have the same meanings ascribed to those terms in the Agreement.

I.

Section 2.1.5 of the Agreement is deleted and restated as follows:

"2.1.5. DEVELOPER is eligible to receive CITY's participation payments in the amounts and according to the schedule detailed in this Section 2.1.5. To receive the first payment, DEVELOPER must submit (i) engineering plans and specifications for the Detention Facility as depicted in Exhibits "A" and "B"; and (ii) an engineer's estimate of cost of construction of the Detention Facility in an amount equal to or greater than \$1,000,000. CITY will issue a check to DEVELOPER within twenty (20) business days after DEVELOPER's submittal of the request for the payment meeting the requirements set out herein. To receive the January 31, 2007 payment of \$187,126.52, DEVELOPER must have obtained building permits on Phase I in accordance with Exhibits "B", "C", and "D". To receive the December 31, 2015 payment of \$187,126.52, DEVELOPER must have obtained a building permit for Phase II in accordance with Exhibits B, C, and D and a Certificate of Completion for Phase I on or before December 31, 2015. To receive the payment of \$117,126.52, DEVELOPER must have received a building permit for Phase III in accordance with Exhibits B, C, and D on or before December 31, 2015.

- a. \$210,000 on or by January 31, 2006
- b. \$187,126.52 on or by January 31, 2007
- c. \$187,126.52 on or by December 31, 2015
- d. \$117,126.52 on or by December 31, 2015

Upon receipt of the certificates of completion for all buildings in Phases II and III, City shall make final payment of \$70,000.00.

II.

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

SAHARA REALTY GROUP LTD.

CITY OF COLLEGE STATION

By: _____
Capital Realty Partners LL.C.
David W. Scarmardo, Manager
Date: _____

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Director of Finance
and Strategic Planning
Date: _____

City Attorney
Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZOS

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2009, by DAVID W. SCARMARDO, Authorized Member of CAPITAL REALTY MANAGEMENT, L.L.C., a Texas limited liability company, General Partner of SAHARA REALTY GROUP, LTD., a Texas limited partnership, on behalf of said partnership.

Notary Public in and for the
State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared BEN O. WHITE, as Mayor of the CITY OF COLLEGE STATION, a Texas home rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ of _____, 2009.

Notary Public in and for the
State of Texas

October 19, 2009
Regular Agenda Item No. 4
Texas A&M Capital Projects Update

To: Glenn Brown, City Manager

From: City Manager's Office

Agenda Caption: Presentation, possible action, and discussion regarding construction on the campus of Texas A&M University and their current capital project program.

Recommendation(s): N/A

Summary: This item was previously requested by the City Council. The presentation is being given by Mr. Chuck Sippial, Vice President for Facilities at Texas A&M University and General Joe Weber, Vice President of Student Affairs. They will give an update on the current campus construction package totaling more than \$700 million as well as future projects.

Budget & Financial Summary: N/A

Attachments: N/A

October 19, 2009
Regular Agenda Item No. 5
College Station Medical Corridor

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding the potential creation of a "Medical Corridor" in the southern portion of the City.

Recommendation(s): Staff recommends that the City Council receive the presentation and provide any desired input or direction in this regard.

Summary: The "Medical Corridor," as currently envisioned, represents a specially designated area that seeks to create district identity, focuses development synergy and invites significant new financial investment from healthcare and wellness stakeholders in southern portion of the City. A comprehensive study to better determine the corridor's exact size and scope, associated market analysis, economic impact forecasting and modeling, and initiative visioning exercises is being proposed as the first phase of this project and once completed is expected to position the City to implement this major economic development initiative. A presentation will be made at the meeting to further outline the proposed parameters of this project.

Further, staff has preliminarily identified several key corridor elements to be explored under the proposed study, including signage, landscaping, pedestrian amenities, roadway enhancements and distinct design standards. It is anticipated that this City-administered study will be conducted by Schrickel, Rollins and Associates (SRA) and take approximately eighteen months to complete.

Budget & Financial Summary: A \$250,000 Service Level Adjustment was approved in the FY 2010 Budget (Economic Development Fund item) to partially fund the exploration and planning phase of this proposed project. This amount will be paired with \$50,000 from The Med and thus establish the total budget for the project at \$300,000.

Attachments:

Attachment 1: Proposed Medical Corridor Project Parameters

Proposed Medical Corridor Project Parameters

- 1) The City has prepared for City Council consideration, an FY 2010 Service Level Adjustment (SLA) of \$250,000 for the completion of a Medical Corridor Study that focuses on the general area around The Med and includes the intersection of Rock Prairie Road and State Highway 6. However, the final area will be established as an end deliverable of the study.
- 2) If funded, the SLA identified above will be matched by The Med in an amount of \$50,000 and this amount will be due prior to the execution of the contract with the successful project consultant team, which is currently believed to be Schrickel, Rollins and Associates, Inc. (Arlington, Texas) in association with Townscape, Inc. (Dallas, Texas), and Leland Consulting Group (Denver, CO).
- 3) This project is viewed as an exploratory and planning collaboration; a focused effort primarily between the City of College Station and The Med.
- 4) The total budget for the Medical Corridor Study is set at \$300,000.
- 5) The significant offering (\$250,000) of public resources by the City of College Station to further this effort is to be viewed as an economic incentive committed to promote significant future medically-oriented development in the subject area.
- 6) The City reserves the exclusive right to maximize the long-term potential of this Study and any resulting district by not prematurely or artificially restricting the scope or boundaries of the initiative before such analysis has been conducted to determine the most prudent district scope or boundary. Further, the final district boundary and/or subject area will be established as a major end deliverable of the referenced study.
- 7) The project and any related contract(s) will be solely administered by the City and follow all applicable public processes in that regard.
- 8) The City Council may establish and seat a panel of stakeholders to assist in the furtherance of this effort. The panel may include representatives of entities identified as competitors of The Med; However, the City will make every effort to be sensitive to the position of The Med in this regard.
- 9) The City will not prohibit the participation of any stakeholder that is reasonably deemed to have a potential role in the furtherance of this initiative.
- 10) Once fully funded by both entities, the project will be launched in the Fall of 2009.
- 11) Funds will be expended on a proportionate basis to insure that equity in spending is fully realized.
- 12) This project will only serve to provide the basis and general framework for a new medically-oriented district. Any physical improvements and/or major new initiatives resulting from the study will be decided on, funded and implemented in subsequent phases of the effort.

October 19, 2009
Regular Agenda Item No. 6
Authorize Health Department Funding Addendum and Expenditures

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to approve a funding addendum that will authorize expenditures for the Brazos County Health Department in the amount of \$351,500.

Recommendation(s): Staff recommends approval of the funding addendum in the amount of \$351,500 to the Brazos County Health Department.

Summary: On September 10, 2009 Council approved the FY10 budget which included funding for the Brazos County Health Department. This funding is based on an Interlocal Agreement originally approved on December 14, 1995.

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

Attachments:

1. Brazos County Health Department Funding Addendum and Original ILA (Available in City Secretary's Office)

October 19, 2009
Regular Agenda Item No. 7
Architectural Standards for City Industrial Buildings

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion on a potential amendment to the Unified Development Ordinance related to architectural standards for municipal facilities that are industrial in nature.

Recommendation: Staff recommends that Council provide direction to pursue this amendment, which would come before the City Council at a future date for public hearing and adoption.

Summary: The proposed amendment would exempt municipal facilities of an industrial nature from the Non-Residential Architectural (NRA) Standards contained in the City's Unified Development Ordinance (UDO). Currently the UDO includes an exemption for both public and private developments on industrial zoned properties. Because municipal facilities are permitted in all zoning districts, it is unusual that City-owned property carry an industrial zoning designation. The proposed amendment would allow municipal industrial facilities to comply with the same standards that are in place for privately developed industrial facilities.

Generally, the City's NRA standards require that buildings meet certain material requirements; provide architectural relief on all sides of structures; provide articulated roof lines; utilize City approved colors; provide pedestrian and bicycle facilities; and utilize alternative parking lot designs and additional landscaping, in some instances. The NRA standards were created primarily for general commercial developments and may not translate well to industrial developments in some cases.

The proposed amendment would exempt only those municipal facilities that are industrial in nature, such as a wastewater treatment plant or electrical substation. Non-industrial facilities, such as a municipal court or City hall would still be required to comply with the NRA standards. A current example of an industrial facility is a new building under design, to be constructed at the Carters Creek Wastewater Treatment Plant, which will house the Water Services Laboratory and computer servers. This building will not have public access, and will only be partially visible to visitors.

For the new Lab Building, approximately \$56,000 can be saved if it were exempt from the NRA standards, and designed to match the architecture of the main administrative building at the Carters Creek plant. Examples of cost savings are:

- Exterior Building Materials – Use matching brick, which is less expensive.
- Landscaping – Use Xeriscape, which will not require irrigation.
- Building Mass & Design – Delete the delineating columns on the exterior walls

Similar savings could be achieved at other Industrial sites, such as the Landfill and the Public Works yards. If Council desires, staff will draft the documents required for a UDO amendment, and bring that back to Council at a future meeting.

Budget & Financial Summary: None

Attachment: None

October 19, 2009
Regular Agenda Item No. 8
General Obligation Bond Refunding

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a resolution approving a preliminary official statement, and related material; and on an ordinance authorizing the issuance and sale of City of College Station, Texas General Obligation Refunding Bonds, Series 2009; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.

Recommendation(s): Council move to approve the attached resolution approving the preliminary official statement, and related materials; and ordinance authorizing the issuance and sale of General Obligation Refunding Bonds, Series 2009; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.

Summary: The City has the opportunity to refund a portion of its General Obligation Bonds in order to achieve savings due to lower interest rates that are currently available. The City's Financial Advisor, Drew Masterson with First Southwest Company has presented the City with an opportunity to issue refunding bonds for several of our outstanding General Obligation Bond issues. Refunding is issuing new debt to replace and pay off existing debt. Refunding can be done for a number of reasons; however, most often are used to accrue a savings against the current debt.

The bonds that are proposed to be refunded are:

General Obligation & Refunding Bonds, Series 1998	\$ 740,000
General Obligation, Series 1999	\$3,100,000
General Obligation Bonds, Series 2000	\$ 865,000
Certificates of Obligation, Series 2000A (Parking Garage)	\$4,220,000
	<u>\$8,925,000</u>

The City Council's Finance and Budgetary Policies allow for the City to "refund" debt when there is a net present value savings of at least 5%. The opportunity that is currently before the City Council will save the City approximately 8.26% over the remaining life of the issues. The net present value savings includes the debt issuance costs. **If this ordinance is approved, the City Council will be delegating to the City Manager the authority to effect the bond sale when the net present value savings hits the 5% threshold through April 19, 2010. Currently, the net present value savings is above the 5% threshold, however, if the net present value savings should fall below the 5%, this will provide an opportunity to reach the 5% threshold over the next 6 months in order to generate as much savings as possible for the City.**

Refundings are typically done as negotiated sales rather than our normal bidding process. In a negotiated sale, a consortium of investment firms is selected with one firm named as the managing partner for the sale. The sale is negotiated and pricing is verified against pricing for similar instruments within a few days of the actual sale date to make sure that the City is getting good pricing for its debt.

Budget & Financial Summary: Based on current estimates, the refunding will reduce the overall cost of the refunded bonds by at least 8% over the remaining life of the existing bonds. Total net present value savings will be at least \$737,677 against actual savings of at least \$883,873. Annual actual savings will range between at least \$86,172 and \$91,075 per year. The savings will help the City by providing an additional margin that Council may choose to use for projects not currently funded by an identified source.

Attachments:

1. Resolution approving a preliminary official statement and related materials for the sale of City of College Station, Texas General Obligation Refunding Bond, Series 2009.
2. Ordinance authorizing the issuance and sale of City of College Station, Texas General Obligation Refunding Bonds, Series 2009; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.

RESOLUTION APPROVING A PRELIMINARY OFFICIAL STATEMENT, AND RELATED MATERIALS FOR THE SALE OF "CITY OF COLLEGE STATION, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009"

WHEREAS, the City Council of the City of College Station, Texas (the "Council") has determined that it is in the best interest of the City of College Station, Texas (the "City") to issue its General Obligation Refunding Bonds, Series 2009 in the principal amount not to exceed \$8,500,000 (the "Obligations") for purposes described in the below described documents as soon as possible; and

WHEREAS, the City's Chief Financial Officer, the City's Financial Advisor, and the City's Bond Counsel are prepared to distribute necessary documents for such sale on a negotiated basis.

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

1. The Preliminary Official Statement for the Obligations, substantially in the form attached hereto is hereby approved, and the Chief Financial Officer of the City and the City's Financial Advisor are authorized to distribute the same to be used in connection with the public offering and the sale of the Obligations.

2. The Chief Financial Officer of the City and the City's Financial Advisor are authorized to apply to rating agencies for ratings on the Obligations and to bond insurance companies for possible insurance of the payment of the Obligations and to make presentations to them and provide to such entities the information reasonably requested by them.

3. The Council hereby deems the Preliminary Official Statements to be final in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

4. The Council hereby authorizes its advisors, the Chief Financial Officer of the City, and its members to do all things necessary to sell the Obligations.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER, 2009.

Ben White, Mayor

Connie Hooks, City Secretary

(SEAL)

APPROVED:



McCall, Parkhurst & Horton L.L.P., Bond Counsel

EXHIBIT A
PRELIMINARY OFFICIAL STATEMENT

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF COLLEGE STATION, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009; ESTABLISHING PARAMETERS REGARDING THE SALE OF THE BONDS; APPROVING THE EXECUTION OF AN ESCROW AGREEMENT; AND ALL OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS
COUNTY OF BRAZOS
CITY OF COLLEGE STATION

WHEREAS, the City of College Station (the "City" or the "Issuer") has previously issued certain obligations of the City described in Schedule I attached hereto and incorporated herein (collectively, the "Refunded Obligations"), and the Refunded Obligations are intended to be and shall be refunded pursuant to this Ordinance;

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the City and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow or similar agreement with such paying agent for the Refunded Obligations or trust company or commercial bank that does not act as a depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the City to refund the Refunded Obligations in order to restructure the Issuer's outstanding debt service as well as to achieve a net present value debt service savings of not less than 5.00%, with such savings, among other information and terms to be included in a bond purchase contract (the "Purchase Contract") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, because of fluctuating conditions in the municipal bond market, the City Council has determined to delegate to the Pricing Officer hereinafter designated the authority to effect the sale

of the bonds hereinafter authorized for the purpose of providing for the refunding of all or a portion of the Refunded Obligations, subject to the parameters hereinafter described;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Chapter 1207; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. **BONDS AUTHORIZED.** That the City's bonds (the "Bonds") are hereby authorized to be issued in an aggregate principal amount not to exceed \$8,500,000 for the purpose of refunding all or a portion of the Refunded Obligations and paying costs incurred in connection with the issuance of the Bonds. The Bonds shall be designated as the "**City of College Station, Texas General Obligation Refunding Bonds, Series 2009**".

Section 2. **DATE, DENOMINATIONS, NUMBER, MATURITIES AND TERMS OF BONDS.** (a) That initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of the Bonds or any portion or portions thereof, in the denomination of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), maturing not later than February 15, 2020, payable serially or otherwise on the dates, in the years and in the principal amounts, and dated, all as set forth in the Purchase Contract.

(b) As authorized by Chapter 1207, the City Manager is hereby authorized, appointed, and designated to act on behalf of the City as the pricing officer (the "Pricing Officer") in selling and delivering the Bonds pursuant to the Purchase Contract which the Pricing Officer is hereby authorized to execute, and to act in determining which of the Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including determining and fixing the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the aggregate principal amount of the Bonds, the date of delivery of the Bonds, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount of Bonds to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, and the refunding of the Refunded Obligations, including obtaining a municipal bond insurance policy in support of all or any portion of the Bonds, all of which shall be specified in the Purchase Contract;

provided, that (i) the price to be paid for the Bonds shall not be less than 95% of the aggregate original principal amount thereof, plus accrued interest thereon from the date of their delivery, (ii) none of the Bonds shall bear interest at a rate greater than 10.00% per annum, and (iii) the Bonds shall not be sold for the purpose of refunding the Refunded Obligations unless the refunding of the Refunded Obligations results in achieving the minimum net present value debt service savings threshold described in Section 15 of this Ordinance. The amount of the savings to be realized from the refunding of the Refunded Obligations, on both a gross and a present value basis, shall be set forth in a certificate (further described in Section 15 of this Ordinance) to be executed by the Pricing Officer upon the execution of the Purchase Contract. In addition, the Pricing Officer is authorized to determine the principal amount of Bonds to be issued and sold, if any, to provide for the refunding of Refunded Obligations; provided, that the determination by the Pricing Officer to issue Bonds for the purpose of refunding Refunded Obligations shall be subject to the parameters set forth in Section 15 hereof. A finding or determination made by the Pricing Officer acting under the authority delegated thereto by this Ordinance with respect to all matters relating to the issuance and sale of the Bonds shall have the same force and effect as a finding or determination made by the City Council. The delegation made hereby shall expire if not exercised by the Pricing Officer on or before April 19, 2010.

(d) The Pricing Officer of the City is authorized and directed to provide for and oversee the preparation of a preliminary and final official statement in connection with the issuance of the Bonds, and to approve such preliminary and final official statement and deem such preliminary official statement final in compliance with the Rule and to provide it to the Underwriters of the Bonds in compliance with the Rule.

Section 3. **REDEMPTION.** (a) That the Bonds may be subject to redemption prior to their scheduled maturities at the option of the City, on the dates and in the manner as provided in the Purchase Contract. Should the Purchase Contract provide for the redemption of the Bonds prior to their scheduled maturities at the option of the City, if less than all of the Bonds are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot Bonds, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

(b) Should the Purchase Contract provide for the mandatory sinking fund redemption of the Bonds, the terms and conditions governing any such mandatory sinking fund redemption relating thereto shall be as set forth in the Purchase Contract.

(c) At least thirty (30) days prior to the date any such Bonds are to be redeemed, (i) a written notice of redemption shall be given by the Paying Agent/Registrar to the registered owner of each Bond or a portion thereof being called for redemption by depositing such notice in the United States

mail, first-class, postage prepaid, addressed to each such registered owner at the address thereof as shown on the Registration Books and (ii) a notice of such redemption shall be published one time in a financial journal or publication of general circulation in the United States of America or the State of Texas carrying as a regular feature notices of municipal bonds called for redemption; provided, however, that the failure to send, mail or receive such notice described in (i) above, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and the publication of notice as described in (ii) above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Bonds. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Bonds or any portion thereof. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing or accruing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in this Ordinance. In addition, notice of such redemption shall be provided in the manner described in Section 3(e) hereof, but the failure to provide such notice as described in Section 3(e) hereof shall not affect the validity or effectiveness of the proceedings for the redemption of the Bonds.

(d) With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(e) (i) In addition to the manner of providing notice of redemption of Bonds as described in Section 3(c), the Paying Agent/Registrar shall give notice of redemption of Bonds by United States mail, first-class, postage prepaid, at least thirty (30) days prior to a redemption date to the State Information Depository (the "SID") and Municipal Securities Rulemaking Board (the "MSRB"). In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately

preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the SID and MSRB shall be sent so that such notice is received at least two days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of redemption to the registered owner of any Bonds who has not sent the Bonds in for redemption sixty (60) days after the redemption date. The failure to send, mail or receive any such notice described in this clause (e)(i), or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond.

(ii) Each redemption notice, whether required in the FORM OF BOND or otherwise by this Ordinance, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, the amounts called of each Bond, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bond may be redeemed including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such registered owner.

Section 4. **INTEREST.** That the Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BOND set forth in Exhibit A to this Ordinance, to their respective dates of maturity at the rates set forth in the Purchase Contract. Interest on the Bonds shall be payable on the dates as set forth in the Purchase Contract, until the maturity or prior redemption of the Bonds.

Section 5. **PAYING AGENT/REGISTRAR; BOOK-ENTRY ONLY SYSTEM.** (a) That the City shall keep or cause to be kept at the corporate trust office designated by The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, as its place of payment for the Bonds, or such other bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve and perform duties of and services of paying agent and registrar, named in accordance with the provisions of (g) of this Section hereof (the "Paying Agent/Registrar"), books or records of the registration and transfer of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep the Registration Books and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The place of payment so designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of such registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided. The Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any entity other than the City. Registration of each Bond may be

transferred in the Registration Books only upon presentation and surrender of such Bond for transfer of registration and cancellation to the Paying Agent/Registrar at its Designated Trust Office during normal business hours, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of the Bond, or any portion thereof in any Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have the Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute bond or bonds shall be issued in exchange therefor in the manner herein provided. As of the date this Ordinance is approved by the City, the Designated Trust Office is the Dallas, Texas corporate trust office of The Bank of New York Mellon Trust Company, National Association.

(b) The entity in whose name any Bond shall be registered in the Registration Books at any time shall be treated as the absolute owner thereof for all purposes of this Ordinance, whether such Bond shall be overdue, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary unless otherwise required by law; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, and to act as its agent to exchange or replace Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all exchanges of the Bonds, and all replacements of the Bonds, as provided in this Ordinance.

(d) Each Bond may be exchanged for fully registered bonds in the manner set forth herein. Each Bond issued and delivered pursuant to this Ordinance, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF BOND, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, at the request of the registered owner a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in an Authorized Denomination, and in an aggregate principal amount equal to the unredeemed portion thereof, will

be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Bonds for all purposes of this Ordinance, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF BOND (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, manually sign and date the Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed and dated. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, pursuant to Chapter 1206, Texas Government Code, particularly Subchapter B thereof. The duty of such exchange or replacement of Bonds as described in the preceding sentence is hereby imposed upon the Paying Agent/Registrar, and upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. Neither the City nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 15 days before the day of the first mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Bond after it is selected for redemption, in whole or in part, when such redemption is scheduled to occur within 30 calendar days; provided, however, such limitation shall not be applicable to an exchange by the owner of the uncalled principal balance of a Bond.

(e) All Bonds issued in exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on the Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND.

(f) The City shall pay all of the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers, conversions and exchanges of the Bonds in accordance with an agreement between the City and the Paying Agent/Registrar, but the registered owner of any Bond requesting such transfer shall pay any taxes or other governmental charges required to be paid with

respect thereto. In addition, the City hereby covenants with the registered owners of the Bonds that it will pay the reasonable standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due.

(g) The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar, to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days' written notice to the Paying Agent/Registrar. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the services of Paying Agent/Registrar, which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar, to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the City and to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class, postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) The Bonds issued in exchange for the Bonds initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a

Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date (as defined in the FORM OF BOND), the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

Section 6. FORM OF BONDS. That the form of all Bonds, including the form of the Authentication Certificate, the form of Assignment, and the form of the Comptroller's Registration Certificate to accompany the Bonds on the initial delivery thereof, shall be, respectively, substantially in the form set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance, and with the Bonds to be completed with information set forth in the Purchase Contract.

Section 7. DEFINITIONS. That, as used in this Ordinance, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "Authorized Denomination" shall have the same meaning as set forth in Section 2(a) hereof.

The terms "Bonds" shall mean one or more, as the case may be, of the City of College Station, Texas General Obligation Refunding Bonds, Series 2009, authorized to be issued by this Ordinance.

The term "Business Day" shall mean a day other than a Saturday, Sunday, a legal holiday, or a day on which banking institutions are authorized by law or executive order to close in the City or the city where the Designated Trust Office of the Paying Agent/Registrar is located.

The terms "City" and "Issuer" shall mean the City of College Station, Texas.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "DTC" shall mean The Depository Trust Company, New York, New York.

The term "DTC Participant" shall mean the securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "Designated Trust Office" shall have the same meaning as set forth in Section 5(a) hereof.

The term "Escrow Agent" shall mean The Bank of New York Mellon Trust Company, National Association.

The term "Escrow Agreement" shall mean the Escrow Agreement between the City and the Escrow Agent, executed in connection with the refunding of the Refunded Obligations.

The term "Interest and Sinking Fund" shall have the meaning as set forth in Section 8(a) hereof.

The term "MSRB" shall mean the Municipal Securities Rulemaking Board.

The term "Paying Agent/Registrar" shall have the meaning as set forth in Section 5(a) hereof.

The term "Refunded Obligations" shall mean those obligations identified in Schedule I attached to this Ordinance that are selected to be refunded by the Pricing Officer in accordance with Section 15(a) hereof.

The term "Rule" shall mean SEC Rule 15c2-12, as amended from time to time.

The term "SEC" shall mean the United States Securities and Exchange Commission.

The term "SID" shall mean any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

The term "Year" shall mean the regular fiscal year used by the City in connection with the operation of the System, which may be any twelve consecutive months period established by the City.

Section 8. LEVY OF TAX; INTEREST AND SINKING FUND; TRANSER. (a) That a special fund or account, to be designated the "City of College Station, Texas Series 2009 Refunding Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be

established and maintained by the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds are outstanding and unpaid, the governing body of the City shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide a sinking fund to pay the principal (including mandatory sinking fund redemption payments, if any) of the Bonds as such principal matures or comes due through operation of the mandatory sinking fund redemption, if any, but never less than 2% of the original amount of the Bonds as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any of the Bonds are outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Ad valorem taxes necessary to pay the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. There shall be appropriated from the General Fund of the City for deposit into the Interest and Sinking Fund moneys as may be necessary to pay the principal and interest payments on the Bonds scheduled to occur on or before February 15, 2010.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of ad valorem taxes granted by the City under this Section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of ad valorem taxes granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(c) The City shall do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest due on the Bonds.

Section 9. **DEFEASANCE OF BONDS.**

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts

and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 10. **FUNDS SECURED.** That money in all Funds created by this Ordinance, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the City.

Section 11. **AMENDMENT OF ORDINANCE.** The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating a majority in aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by United States mail, first-class, postage prepaid, to each registered owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the City shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the City shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 12. DAMAGED, MUTILATED, LOST, STOLEN OR DESTROYED BONDS.

(a) That in the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or

mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) In accordance with Chapter 1206, Texas Government Code, particularly Subchapter B thereof, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in Section 5 of this Ordinance for Bonds issued in exchange for other Bonds.

Section 13. **TAX COVENANTS.** (a) The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as bonds described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith (the "Projects") are so used, such amounts, whether received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the

projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued, and in the case of a current refunding bond, for a period of 90 days or less,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100

percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the Pricing Officer and the Chief Financial Officer of the City, acting severally but not jointly, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 14. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. (i) The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year ending in or after 2010, financial information and operating data with respect to the City of the general type included in the final Official Statement

authorized by Section 2(d) of this Ordinance, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) **Material Event Notices.** The City shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of holders of the Bonds;
8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds; and
11. Rating changes.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) **Limitations, Disclaimers, and Amendments.** (i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule

are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 15. **REFUNDING.** That the City hereby finds that the issuance of the Bonds for the purpose of refunding the Refunded Obligations to realize a net present value savings is a public purpose. As a condition to the issuance of the Bonds, the refunding of the aggregate principal amount of the Refunded Obligations must produce (i) a net present value savings, calculated in accordance with GASB Statement No. 7, of at least five percent (5%), and (ii) a positive gross savings. The principal amount of Bonds, if any, issued to refund Refunded Obligations, and the Refunded Obligations to be refunded, shall be specifically identified in the Purchase Contract. The Pricing Officer may elect not to refund any or all of the obligations listed in Schedule I, but in no event shall the Bonds be issued for the purpose of refunding Refunded Obligations if the refunding of the aggregate principal amount of the obligations selected for refunding does not result in the realization of the minimum savings threshold established in this Section. Should Bonds be sold for the purpose of refunding the Refunded Obligations, on or before the date of delivery of the Bonds the Pricing Officer of the City shall execute and deliver to the City Council a certificate stating that the savings thresholds herein established have been realized. This certificate shall specifically state both the net present value savings and the gross savings realized by the City as a result of refunding the Refunded Obligations. The determination of the Pricing Officer relating to the issuance and sale of Bonds to refund Refunded Obligations in such principal amount as provided in the Purchase Contract shall have the same force and effect as if such determination were made by the City Council.

Section 16. **DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any registered owner to the City.

(b) Remedies for Default. (i) Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Bonds then outstanding.

(c) Remedies Not Exclusive. (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or members of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 17. APPROVAL AND REGISTRATION OF BONDS. That the City Manager of the City is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act therefor) shall manually sign the Comptroller's Registration Certificate set forth in the FORM OF BOND. The Bonds thus registered shall remain in the custody of the City Manager (or the designee thereof) until delivered to the Underwriters.

Section 18. FURTHER PROCEDURES. That the City Manager, the Chief Financial Officer of the City, any Assistant City Manager, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Bonds and fixing all details in connection therewith. In addition, the City Council hereby determines that the Refunded

Obligations so identified in the Purchase Contract shall be called for redemption on the redemption date or dates set forth in Schedule I, at the applicable redemption price to the date fixed for redemption as provided in Schedule I. The City Manager or the designee thereof shall take such actions as are necessary to cause the required notice of redemption to be given in accordance with the terms of each ordinance for the Refunded Obligations called for redemption. Should a municipal bond insurance policy be obtained insuring the payment of debt service on all or any portion of the Bonds, it is hereby authorized that a statement of insurance provided by the bond insurer may be printed on the Bonds so insured. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Bonds, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

Section 19. **USE OF PROCEEDS.** That the proceeds representing accrued interest on the Bonds shall be deposited to the credit of the Interest and Sinking Fund. Proceeds representing premium, if any, paid by the Underwriters in connection with the sale of the Bonds may be used for any purpose authorized by Section 1201.042(d), Texas Government Code, including specifically, but not by way of limitation, in connection with the refunding of Refunded Obligations. The City shall cause to be deposited with the Escrow Agent, from the proceeds from the sale of the Bonds and other available moneys of the City, an amount sufficient to provide for the refunding of the Refunded Obligations in accordance with Chapter 1207 and the terms of the Escrow Agreement.

Section 20. **ESCROW AGREEMENT.** That the City Manager or the Chief Financial Officer of the City, and the City Secretary are hereby authorized, for and on behalf of the City, to execute, attest and deliver the Escrow Agreement to accomplish the establishing of firm banking arrangements in connection with the refunding of the Refunded Obligations, in substantially the form and substance attached to this Ordinance, with such changes as the Pricing Officer deems necessary to effect the sale of the Bonds.

Section 21. **PREAMBLE.** That the preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

Section 22. **RULES OF CONSTRUCTION.** For all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to "FORM OF BOND" shall refer to the form of the Bonds set forth in Exhibit A to this Ordinance.

Section 23. **IMMEDIATE EFFECT.** That this Ordinance shall be effective immediately from and after its passage in accordance with the provisions of Section 1201.028, Texas Government Code.

PASSED AND APPROVED ON _____, 2009

City Secretary, City of College Station, Texas

Mayor, City of College Station, Texas

(CITY SEAL)

APPROVED:

McCall, Parkhurst & Horton L.L.P., Dallas, Texas
Bond Counsel



SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

General Obligation Improvement Bonds, Series 1998

Maturity Date February 15	Interest Rate	Par Amount	Call Date*
2010	4.750%	\$360,000	12/29/2009
2011	4.850%	380,000	12/29/2009
		\$740,000	

General Obligation Improvement Bonds, Series 1999

Maturity Date February 15	Interest Rate	Par Amount	Call Date*
2011	4.300%	\$385,000	12/29/2009
2012	4.400%	400,000	12/29/2009
2013	4.500%	420,000	12/29/2009
2014	4.600%	440,000	12/29/2009
2015	4.650%	460,000	12/29/2009
2016	4.700%	485,000	12/29/2009
2017	4.750%	510,000	12/29/2009
		\$3,100,000	

General Obligation Improvement Bonds, Series 2000

Maturity Date February 15	Interest Rate	Par Amount	Call Date*
2010	5.150%	\$420,000	2/15/2010
2011	5.200%	445,000	2/15/2010
		\$865,000	

Certificates of Obligation, Series 2000A

Maturity Date February 15	Interest Rate	Par Amount	Call Date*
2011	4.900%	\$325,000	2/15/2010
2012	5.000%	340,000	2/15/2010
2013	5.100%	360,000	2/15/2010
2014	5.200%	380,000	2/15/2010
2015	5.250%	405,000	2/15/2010
2016	5.300%	425,000	2/15/2010
2017	5.400%	455,000	2/15/2010
2018	5.500%	480,000	2/15/2010
2019	5.500%	510,000	2/15/2010
2020	5.500%	540,000	2/15/2010
		\$4,220,000	

* Preliminary; subject to change. The specific call date for each series of Refunded Obligations shall be as set forth in the Purchase Contract.

Exhibit A

FORM OF BOND:

NO. R-

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
BRAZOS COUNTY

CITY OF COLLEGE STATION, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2009

INTEREST RATE	ORIGINAL ISSUE DATE	MATURITY DATE	CUSIP NO.
__%	_____, 2009	_____	_____

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF COLLEGE STATION, in Brazos County, Texas (the "City"), hereby promises to pay to _____, or the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of _____

and to pay interest thereon, from the original issue date of this Bond specified above, to the date of its scheduled maturity or the date of its redemption prior to scheduled maturity, at the rate of interest per annum specified above, with said interest being payable on February 15, 20____, and semiannually on each August 15 and February 15 thereafter, except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Bond is dated later than February 15, 20____, such interest is payable semiannually on each August 15 and February 15 following such date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office"), of The Bank of New York Mellon Trust Company, National Association, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof as shown by the "Registration Books" kept by the Paying Agent/Registrar at the close of business on the Record Date (hereinafter defined) by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class, postage prepaid, on each such interest payment date, to the registered owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. The record date

("Record Date") for the interest payable on any interest payment date means the last business day of the preceding month. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the registered owner of this Bond that no later than each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due, in the manner set forth in the ordinance authorizing the issuance of the bonds (the "Ordinance").

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions are authorized by law or executive order to close in the city where the Designated Trust Office of the Paying Agent/Registrar is located, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. Notwithstanding the foregoing, during any period in which ownership of the bonds of this Series is determined only by a book entry at a securities depository therefor, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THIS BOND is one of a Series of bonds of like tenor and effect except as to denomination, number, maturity, interest rate and right of prior redemption, dated _____, 2009, issued in the aggregate principal amount of \$_____ for the purpose of refunding the "Refunded Obligations" as defined in the Ordinance. All Bonds of this Series are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination").

THE BONDS of this Series scheduled to mature on and after _____ 15, 20__ may be redeemed prior to their scheduled maturities, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, at the option of the City, on _____ 15, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed by the City, the City shall determine the maturity or maturities and the principal amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot Bonds, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

[THE BONDS scheduled to mature on February 15 in the years _____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

* Final Maturity

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]*

AT LEAST 30 days prior to the date fixed for any such redemption, (i) a written notice of such redemption shall be given by the Paying Agent/Registrar to the registered owner of each Bond or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class, postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar and (ii) a notice of such redemption shall be published one time in a financial journal or publication of general circulation in the United States of America or the State of Texas carrying as a regular feature notices of municipal bonds called for redemption; provided, however, that the failure to send, mail or receive such notice described in (i) above, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and the publication of notice as described in (ii) above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Bond or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Bond, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Bond or any portion hereof. If a portion of this Bond shall be redeemed a substitute Bond or

Bonds having the same maturity date, bearing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender hereof for cancellation, at the expense of the City, all as provided in the Ordinance.

AS PROVIDED IN THE ORDINANCE, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any Authorized Denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The City shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring, converting and exchanging any Bond or portion thereof; provided, however, that any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such transfer, conversion and exchange. In any circumstance, neither the City nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 15 days before the day of the first mailing of a notice of redemption of bonds and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Bonds so selected for redemption when such redemption is scheduled to occur within 30 calendar days; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the

official minutes and records of the City, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each registered owner hereof and the City.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond, and the series of which it is a part, is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of this series of bonds, and of this Bond, have been properly done and performed and have happened in regular and due time, form and manner as required by law; that sufficient and proper provision for the levy and collection of ad valorem taxes has been made, which, when collected, shall be appropriated exclusively to the payment of this Bond and the series of which it is a part; and that the total indebtedness of the City of College Station, Texas, including the entire series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

XXXXX
City Secretary, City of College Station, Texas

XXXXX
Mayor, City of College Station, Texas

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the proceedings adopted by the Issuer as described in the text of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: The Bank of New York Mellon Trust Company, N.A.,
Paying Agent/Registrar

By _____
Authorized Representative

(FORM OF COMPTROLLER'S CERTIFICATE ATTACHED TO
THE BONDS UPON INITIAL DELIVERY THEREOF ONLY)

OFFICE OF COMPTROLLER : REGISTER NO. _____
STATE OF TEXAS :

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY HAND and seal of office at Austin, Texas this _____.

(SEAL)

Comptroller of Public Accounts of
the State of Texas

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or type name and address, including zip code of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

The printer of the Bonds is hereby authorized to print on the Bonds (i) the form of bond counsel's opinion relating to the Bonds, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Bonds.

*Inserted and completed if term bonds are sold, as provided in the Purchase Contract.

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 14 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below (and included in the Appendix or under the headings of the Official Statement referred to):

1. The "Audit Report" for the most recently concluded fiscal year.
2. The information included in the Official Statement under the following captions, but for the most recently concluded fiscal year: Tables 1 through 6, 8 through 14 and Appendix B.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 described above, as such principles may be changed from time to time to comply with state law or regulation.

October 19, 2009
Regular Agenda Item No. 9
Real Estate Contract for the Purchase of 204 - 220 Holleman Drive East

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a Real Estate Contract for the purchase of 204 - 220 Holleman Drive East.

Recommendation(s): Staff recommends approval of the purchase contract for 204 - 220 Holleman Drive East.

Summary: The property identified in the contract comprises 6.1368 acres and is located at 204 - 220 Holleman Drive East. The Real Estate Contract is for the purchase of nine lots. The intended use of these properties is to promote targeted development in this area of the community and provide additional housing and job opportunities to low to moderate income households. A presentation will be provided at the City Council's Regular Meeting to expand on the proposed use of this property.

Budget & Financial Summary: The total purchase price for this property is \$2,673,200. The acquisition will be made entirely from two funding sources: 1) Community Development Block Grant (CDBG) funds from the FY 2008, FY 2009, and FY 2010 Community Development budgets totaling \$2,373,848 and 2) Community Development Block Grant Recovery (CDBG-R) funds totaling \$299,352. This acquisition will be funded exclusively from federal funds as provided from the U.S. Department of Housing and Urban Development (HUD).

Attachments:

Attachment 1 – Real Estate Contract
Attachment 2 – Property Location Map

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between DON RAY DALE, LTD., a Texas limited partnership, ("SELLER"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

- 1.1 SELLER agrees to sell and convey by Special Warranty Deed and BUYER agrees to purchase and pay for a fee simple interest in Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14, Block 1, Pooh's Park Addition, City of College Station, in Brazos County, Texas, known as 204, 206, 208, 210, 212, 214, 216, 218, and 220 Holleman Drive East conveyed to Don Ray Dale, Ltd., in Volume 3682, Page 260 - 270 of the Official Records of Brazos County, Texas, more particularly described by the Land Boundary Survey Plat dated July 8, 2003 prepared by Kerr Surveying Company, Exhibit "A" attached hereto, and made a part hereof for all purposes ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas on or before October 22, 2009; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.
- 1.2 BUYER has requested BRAZOS COUNTY ABSTRACT COMPANY furnish 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 shall have a period of five (5) 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"), other than those exceptions related to prior mineral reservations. 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 its 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.

(a) BUYER shall deposit FIFTY THOUSAND AND NO/100 (\$50,000) as Earnest Money with BRAZOS COUNTY ABSTRACT COMPANY ("ESCROW AGENT") not later than three (3) days after the effective date of this contract. In the event closing has not occurred or the contract is terminated by October 30, 2009, through direct action taken by the BUYER, all earnest money shall be non refundable and deliverable to SELLER by November 2, 2009.

(b) BUYER may instruct ESCROW AGENT to deposit the Earnest Money in an interest-bearing account at a federally insured financial institution, and credit any interest to BUYER.

1.3 Boundary Survey. On or before thirty (30) days following the effective date of this Contract, SELLER agrees to obtain and deliver to BUYER, at BUYER'S expense, a current on-the-ground boundary survey of PROPERTY (the "Survey") prepared by Kerr Surveying, or another licensed surveyor, certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for a Category 1A survey.

1.4 BUYER may at its cost order a Level 1 Environmental Site Assessment. BUYER shall have a period of ten (10) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER'S rejection of the PROPERTY. 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.

1.5 The parties agree that general real estate taxes on the PROPERTY 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.

- 1.6 The sale of the PROPERTY shall be made by a Special Warranty Deed from SELLER to BUYER in the form prepared by BUYER attached hereto as Exhibit "B".

**ARTICLE II
PURCHASE PRICE**

- 2.1 Total Purchase Price. In consideration of the sale of the Property and subject to the terms and conditions of this Contract, BUYER agrees to pay SELLER the total purchase price for the Property as follows:
- (a) Lot 6, Block 1 will be purchased using Community Development Block Grant (CDBG-R) funds in the amount of Two Hundred Ninety-Nine Thousand Three Hundred Fifty-Two and no/100 (\$299,352.00).
 - (b) Lots 7, 8, 9, 10, 11, 12, 13 and 14, Block 1 will be purchased using Community Development Block Grant (CDBG) funds in the amount of Two Million Three Hundred Seventy-Three Thousand Eight Hundred Forty-Eight and 00/100 (\$2,373,848.00).
 - (c) The total purchase price of TWO MILLION SIX HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,673,200.00) shall be payable in full, in CASH, from BUYER to SELLER at closing.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER**

- 3.1 SELLER hereby warrants to BUYER as follows:
- (a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.
 - (b) Other than as set forth herein, SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER.
 - (c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY 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 PROPERTY does 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 PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law, pursuant to what SELLER knows or should reasonably know.
- (f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY 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 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 PROPERTY contains any environmental hazard not shown on any environmental assessment provided by SELLER to BUYER, if any.
- (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) Except as set forth herein, 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 PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible. Current debts and liens to be paid by SELLER and released at closing upon full payment thereof, including but not limited to: the

statutory lien for 2009, ad valorem taxes, and SELLER'S existing purchase money lien.

**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 PROPERTY 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.
 - (b) BUYER will not institute or cause to be instituted any condemnation proceeding or threatened condemnation proceeding against the property, nor any zoning change or comprehensive plan change, during the term of this contract.

**ARTICLE V
CLOSING**

- 5.1 The closing shall be held at BRAZOS COUNTY ABSTRACT at such time and date as SELLER and BUYER may agree upon, no later than October 30, 2009 (the "closing date"). The City Attorney is authorized to extend the time for closing, with consent of SELLER. In no event may the closing date be extended beyond November 30, 2009.
- 5.2 At the closing, SELLER shall:
- (a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed prepared by BUYER conveying good and indefeasible fee simple title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and prior mineral reservations, and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter (other than prior mineral reservations), which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.
 - (b) Deliver possession of the PROPERTY to BUYER.
 - (c) Deliver to BUYER, at BUYER's expense, a Title Policy insuring indefeasible title issued by BRAZOS COUNTY ABSTRACT COMPANY, in BUYER's favor in the full amount of the purchase price,

insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to, or otherwise waived, by BUYER prior to closing.

- (d) Pay one-half (½) of the escrow fees.
- (e) Pay any and all required property taxes and prorated taxes, as agreed herein, for the year 2009.
- (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 in cash at closing.
- (b) Pay one-half (½) of the escrow fees.
- (c) Prepare, at its cost, the Special Warranty Deed document.
- (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 updated or to reflect matters other than those required under this contract.

**ARTICLE VI
BREACH BY SELLER**

- 6.1** In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:
- (a) Enforce specific performance of this Agreement; and/or
 - (b) Terminate the Contract and receive its Earnest Money back.

**ARTICLE VII
BREACH BY BUYER**

- 7.1** In the event BUYER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except SELLER's default, SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

**ARTICLE VIII
MISCELLANEOUS**

- 8.1** 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.
- 8.2** Appraisal: BUYER may, at its cost, order an independent appraisal of the property. The purchase price herein shall not be affected by any such appraisal.
- 8.3** Environmental Clearance: This contract is contingent upon Environmental Clearance being received from the U.S. Department of Housing and Urban Development. BUYER has received timely clearance and SELLER acknowledges this clearance.
- 8.4** Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER:	Don Ray Dale, Ltd.	With a copy to:	Richard D. Talbert, P.C.
	P O Box 10405,		426 Tarrow Street, STE 103
	College Station, TX 77842		College Station, TX 77840

BUYER: Glenn Brown, City Manager
City of College Station
1101 Texas Avenue
College Station, Texas 77840

With copies to:

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

City of College Station
Economic and Community Dev.
1207 Texas Avenue
College Station, Texas 77840

- 8.5 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.
- 8.6 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective, 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.
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 Time of Essence: Time is of the essence to this Contract.

- 8.11 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.
- 8.12 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.
- 8.13 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement, and termination and release of such memorandum upon termination of this agreement, if terminated, suitable for filing of record.

Exhibits - "A" Survey of Property and "B" Special Warranty Deed

EXECUTED on this the _____ day of _____, 2009.

SELLER:
DON RAY DALE, LTD.
DRD Management, LLC, General Partner

BUYER:
CITY OF COLLEGE STATION

BY: *Don R Dale*
 Printed Name: *Don R Dale*
 Title: *President*
 Date: *10/02/2009*

BY: _____
 Mayor
 Date: _____

ATTEST:

 City Secretary
 Date: _____

APPROVED:

 City Manager
 Date: _____

 Chief Financial Officer
 Date: _____

 City Attorney
 Date: _____

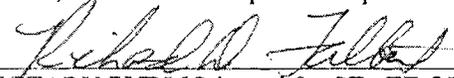
THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledge before me on the _____ day of _____, 2009, 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 STATE OF TEXAS

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 2nd day of October, 2009, by Dixie L. Dale, as President of DRD Management, LLC, as the general partner of DON RAY DALE, LTD., a Texas limited partnership.



NOTARY PUBLIC in and for STATE OF TEXAS

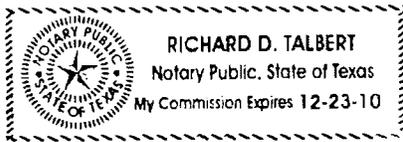


EXHIBIT "A" TO REAL ESTATE CONTRACT
SURVEY

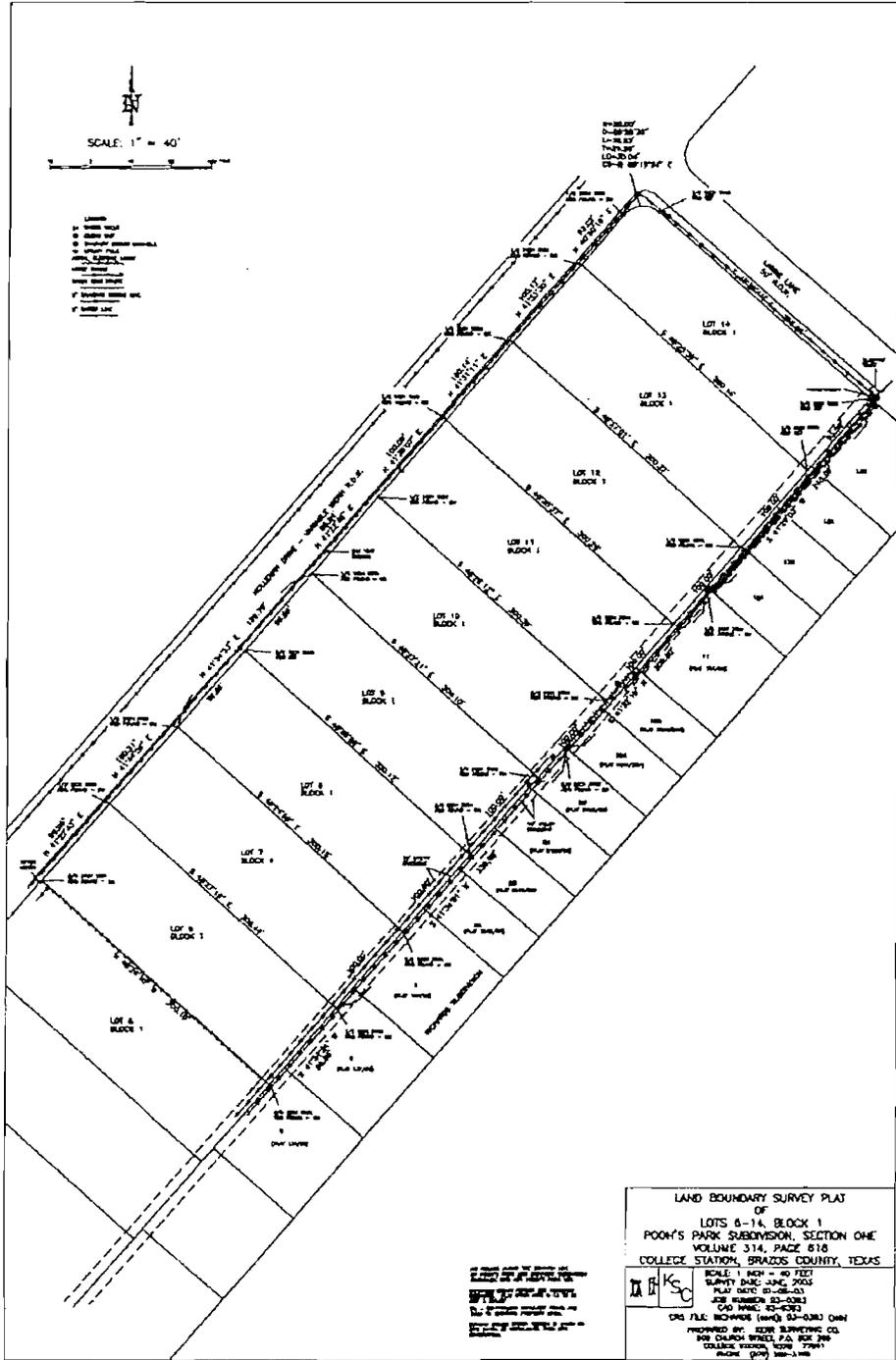


EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____

GRANTOR: DON RAY DALE, LTD., a Texas
limited partnership

GRANTOR'S MAILING ADDRESS: 3512 Parkway Terrace Circle
(including county) Brazos County
Bryan, TX 77802

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
(including county) Brazos County
College Station, Texas 77840

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

PROPERTY:

All those certain tracts or parcels of land lying and being situated in the College Station, Brazos County, Texas, being all of Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14 Block 1 of Pooh's Park Addition, known as 204, 206, 208, 210, 212, 214, 216, 218, and 220 Holleman Drive East Conveyed to Don Ray Dale, Ltd., in Volume 3682, Page 260-270 of the Official Records of Brazos County, Texas, and being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof.

**RESERVATIONS FROM AND
EXCEPTIONS TO CONVEYANCE
AND WARRANTY:**

1. Easements as shown of record on plat of Pooh's Park Subdivision, Section One, recorded in Volume 314, page 618, Deed Records of Brazos County, Texas.
2. Easement from Albert Richardson et al to Lone Star Gas Company, dated December 15, 1950, recorded in Volume 148, page 413, Deed Records of Brazos County, Texas.
3. Mineral Deed from Dondaco, Inc., to the Dale Family Irrevocable Trust, dated June 18, 1992, recorded in Volume 1532, page 15, Official Records of Brazos County, Texas.
4. Mineral reservation in Deed from Dondaco, Inc., to Don Ray Dale, Ltd., dated December 16, 1999, recorded in Volume 3682, page 260, Official Records of Brazos County, Texas.
5. Mineral reservation in Deed from Pooh's Park Development, Ltd. to Don Ray Dale, Ltd., dated December 16, 1999, recorded in Volume 3682, page 270, Official Records of Brazos County, Texas.

GRANTOR waives all rights it may have with respect to the surface estate, and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved or excepted by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's successors and assigns, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

DON RAY DALE, LTD.

BY: DRD MANAGEMENT, L.L.C.
Its General Partner

DO NOT SIGN AT THIS TIME

BY: _____
Printed Name: _____
Title: _____

THE STATE OF
COUNTY OF

§
§
§

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the _____ day of _____, 2009, by _____ as _____ of DRD MANAGEMENT, L.L.C., a Texas Limited Liability Company, General Partner of DON RAY DALE, LTD., a Texas Limited Partnership, on behalf of said limited partnership.

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

Attachment 2 – Project Location Map – 204 – 220 Holleman Dr E



October 19, 2009
Regular Agenda Item No. 10
Taxicab Ordinance Update

To: Glenn Brown, City Manager

From: Jeffery Capps, Interim Chief of Police

Agenda Caption: Presentation, possible action, and discussion regarding update to the existing ordinance regulating taxicabs operating within the city limits of College Station.

Recommendation(s): Staff recommends the approval of the following updates to the existing taxicab ordinance.

- A. Fare rates are prominently displayed both outside and inside of vehicle.
- B. Vehicle maximum age limit of no more than five (5) years old.

Summary: Council directed a review of the existing ordinance regulating the operation of taxicabs within the city limits of College Station. Staff has completed the review which is summarized in the document "Taxi Regulations White Paper".

Budget & Financial Summary: None at this time.

Attachments: Copy of Taxi Regulations White Paper



COLLEGE STATION POLICE DEPARTMENT INFORMATIONAL MEMORANDUM

TO: GLENN BROWN, CITY MANAGER

THRU: KATHY MERRILL, ASSISTANT CITY MANAGER

FROM: JEFF CAPPS, INTERIM CHIEF OF POLICE

REF: TAXI CAB REGULATIONS

DATE: AUGUST 14, 2009

The City of College Station has regulated taxis for many years. The current city ordinance addresses numerous topics that are essential to the safe operation of taxis and the safety of the citizens of College Station. The current ordinance requires each taxi company to obtain a license, which allows them to operate within the incorporated city. The license must be renewed annually for a fee of \$50. Also each driver that operates a taxi is required to obtain a permit that must be renewed each calendar year. The fee for the permit is \$10 if issued prior to June 30th and \$5 if issued thereafter. There are several requirements that a driver must meet before they are issued a permit. I have attached a copy of our current ordinance which lists all of the requirements for your review.

During a past council meeting, questions were asked regarding City Ordinance as it relates to fares and the general appearance of the vehicles used as taxis within the City of College Station. This briefing will address the current city ordinance as it pertains to taxi fares, the appearance and age of vehicles, as well as recommendations on what can be implemented to improve in these areas.

FARES

The regulation of taxi fares is not addressed in the current city ordinance. Currently, the State of Texas has no regulations regarding taxi fares. The setting of fare rates applies to several types of businesses and vehicles to ensure that constituents are not overcharged for the services provided. Chapter 4, Section 6, subsection O (9), of the City of College

Station Ordinance related to Taxicabs addresses the display of rates and fares, stating “fare rates shall be posted in a conspicuous place on the inside of the taxi.”

When making recommendations on the taxi ordinance as it pertains to fares, we looked at several other cities within the State of Texas. The other cities include Arlington, Bryan, Denton, Ft. Worth, Lubbock, McKinney, Plano, San Antonio, San Marcos, and Sugarland. Of these cities, Bryan, Ft. Worth, San Antonio, San Marcos, and Sugarland did not regulate fares due to the State of Texas not regulating taxi fares. The following is a list of the cities our staff was able to obtain information from regarding their taxi ordinance. In addition, if they regulate fares, the section(s) of their ordinance is referenced. Several of the cities also required companies to submit a copy of their fares to keep on file.

A. Arlington - Section 6.02

- Initial meter drop, \$2.25, for the first passenger on a single call for the first 1/9th of a mile or portion thereof.
- \$0.20 for the first passenger on a single call for each additional 1/9th of a mile or a fraction thereof.
- \$16.00 per hour waiting time
- \$2.00 for each additional passenger
- \$1.00 surcharge for out of town trips

B. Denton - Section 27-203:

- A holder of a taxi cab permit may charge only rates of fare which have been approved by city council. The rates were not listed and staff has not received a response in reference to obtaining information on their taxi fare rates.

C. Lubbock - Section 27-58 thru 27-60: Fare rates are submitted and must be approved by city council. The following is the schedule of rates set by the City of Lubbock:

- \$3.00 for the first 1/10th of a mile
- \$0.20 for each additional 1/10th of a mile
- \$35.00 per hour waiting time
- \$1.00 for each additional passenger
- \$2.00 for each additional passenger – airport (same location can split fare plus any additional charges.
- \$10.00 minimum credit card purchase
- All fares are separate unless the driver is notified in advance.

D. McKinney - Section 102-71: Fare rates are established by the city council. The rates were not listed and staff has not received a response in reference to obtaining information on their taxi fare rates.

E. Plano - Section 11-120: Fare rates are established by the city council. The following is the schedule of rates set by the City of Plano:

- Initial meter drop is \$2.00.
- Each additional ¼ mile is \$0.40.
- Each 1 ½ minute traffic delay/ waiting time is \$0.40.
- Each additional passenger is \$2.00.

The following conditions apply to all fares in the City of Plano:

- Passengers in the same taxicab or limousine traveling between the same points are one party, and the operator cannot charge a multiple fare.
- “Additional passengers” means the total number of passengers less one.
- An operator must reset the meter at each destination when discharging passengers who have traveled in the same cab with passengers who have different destinations, except when one person pays the fare for all passengers.
- Passengers must approve all toll routes in advance.
- All taxicabs and limousines must take the most direct route to their destinations, or route requested by a passenger. Passengers should establish an approximate fare prior to departure.

The following is a list of current taxi companies operating in College Station and the rates they are charging citizens for their services.

- **AAA Taxi** \$10.00 charge for anywhere in CS, \$15.00 charge for Bryan (flat rate).
- **Advantage** \$7.00 charge for up to 2 passengers, \$1.50 per mile, \$1.50 extra each person.
- **Aggieland** \$15.00 charge for most places except far south of College Station, \$20.00 for south CS or south Bryan, \$30.00 north Bryan.
- **Eddie’s** \$15.00 charge or less most places for 2 people.
- **Maroon** \$5.00 charge for initial pickup, \$2.75 a mile, \$1 extra per person, no charge for children, flat-rate out of town.
- **Twin City** \$10.00 charge for initial pickup, \$1.00 a mile, \$5.00 each additional person, \$5.00 for 5 minute stop. There is a different charge for night-time passengers, \$7.00 for 3 or more persons (flat bar rate).