



**Mayor**  
Ben White  
**Mayor Pro Tem**

**City Manager**  
Glenn Brown

**Council members**  
John Crompton  
James Massey  
Dennis Maloney  
Katy-Marie Lyles  
Lawrence Stewart  
David Ruesink

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, July 09, 2009 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

1. Pledge of Allegiance, Invocation, Consider absence request.
  - **Presentation of TAMIO Awards to Public Communication Department.**
  - **Presentation to both the TAMU Track and Field men's and women's team.**

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

**Consent Agenda**

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

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

a. Presentation, possible action, and discussion of minutes for Council meeting held on Monday, June 22, 2009 and Thursday, June 25, 2009.

b. Presentation, possible action, and discussion regarding a change order to the contract with JaCody, Inc for the renovations to the Municipal Courts Building. This item is a deductive change order in the amount of \$249,668.88.

c. Presentation, possible action, and discussion awarding Bid #09-70 to Stresscrete, Inc., and authorize the estimated annual expenditures of \$257,320.00 for prestressed spun cast concrete poles.

d. Presentation, possible action and discussion on extending the bank depository agreement with Citibank Texas, N.A. for one final year.

e. Presentation, possible action, and discussion on consideration of an ordinance temporarily amending Chapter 10, Section 3E (2)(e), of the College Station Code of Ordinances by changing the posted speed limit on the section of Harvey Mitchell Parkway (FM 2818) between Welsh Avenue and Holleman Drive to 45 mph for the duration of TxDOT's FM 2818 Grade Separation project.

f. Presentation, possible action and discussion regarding the approval of a resolution accepting from the Department of Homeland Security Fire Station Grant Program in the amount of \$3,200,000 and agreeing to provide the balance of \$3,700,000 to complete the construction of Fire Station # 6. The total cost of construction for Fire Station # 6 is projected to be \$6,900,000.

g. Presentation, possible action and discussion on awarding an annual contract for Turf Mowing Services for various City properties to Green Teams, Inc. for an annual expenditure of \$79,626.00. (Bid #09-19)

### **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 in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Public Hearing, presentation, possible action, and discussion of design options for the Tauber & Stasney Street Rehabilitation Project.
2. Public Hearing, presentation, possible action, and discussion an ordinance amending City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection.
3. Public Hearing, presentation, possible action, and discussion concerning a resolution awarding the professional services contract (Contract No. 09-241) with Bury + Partners, Inc. in the amount not to exceed \$112,133 for engineering design services for the Hike & Bike Trail Completion Project (ST-

0904) and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

4. Public hearing, presentation, possible action, and discussion regarding the annual review of the Unified Development Ordinance (UDO), including recent UDO amendments, proposed amendments, and requested amendments.
5. Presentation, possible action, and discussion to approve an Interlocal Agreement (ILA) for Joint Use of Facilities between the City of College Station and the College Station Independent School District (CSISD).
6. Presentation, possible action, and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$31,315,000 City of College Station Certificates of Obligation, Series 2009.
7. Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$3,335,000 City of College Station General Obligation Bonds, Series 2009.
8. Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Thomas and Ms. Palasota to construct sewer infrastructure necessary to connect their homes to the City sewer system.
9. Presentation, possible action, and discussion on appointments of citizens to the following committees: Cemetery Committee, Construction Board of Adjustments and Appeals, Historic Preservation Committee, Parks and Recreation, Planning and Zoning Commission, and Zoning Board of Adjustments.
10. Presentation, possible action, and discussion of appointments to Committees as follows:  
Arts Council, Audit Committee, Brazos Co. Health Dept., Convention and Visitor Bureau, Research Valley Partnership Board, Intergovernmental Committee, Sister Cities Association, Transportation Committee.
11. Presentation, possible action, and discussion of Mayor Pro Tem appointment.
12. Adjourn.

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

APPROVED:

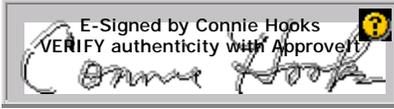
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City Manager

Thursday, July 9, 2009

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, July 09, 2009 at 7:00 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 6th day of July, 2009 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on July 6, 2009 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 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](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.

**July 9, 2009**  
**Consent Agenda Item No. 2b**  
**Municipal Court Renovation**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion regarding a change order to the contract with JaCody, Inc for the renovations to the Municipal Courts Building. This item is a deductive change order in the amount of \$249,668.88.

**Recommendation(s):** Staff recommends approval of deductive change order no. 1 in the amount of \$249,668.88.

**Summary:** The renovations to the Municipal Courts Building includes the completion of the interior of the second floor of the building, installation of the elevator, improvements to the exterior of the building to address O&M issues, modifications to the entrance of the building which will allow for a separate entrance for staff and visitors the Court, and include a small addition to building to allow visitors to the Court to be out of the weather while wait to pass through security.

The guaranteed maximum price for the Construction Manager At Risk (CMAR) contract was \$1,744,200.00. The actual bid price for the project was \$1,461,207.00. This change order reduces the contract amount to the actual bid price, adds Siemens security work to the contract in order to better coordinate security work installation, and adds miscellaneous plumbing equipment and appurtenances.

**Budget & Financial Summary:** Funds in the amount of \$2,000,000.00 are currently budgeted in the General Government Capital Improvement Projects Fund for the Municipal Court Renovation Project (GG-0701). Funds in the amount of \$2,014,465.11 have been expended or committed to date. Assuming this change order is approved, the new project balance will be \$1,764,796.23.

**Attachments:**

1. Change Order No. 1
2. Location Map

**CHANGE ORDER NO. 1** Contract No. 08-199 DATE: 03/19/2009  
P.O.# 080914 PROJECT: Municipal Court Building Renovations Project, Project No. GG-0701

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

**CONTRACTOR:** JaCody Inc.  
11070 SH 30 Suite 400  
College Station, TX 77840

Ph: (979) 774 - 5613  
Fax: (979) 774 - 5693

**PURPOSE OF THIS CHANGE ORDER:**  
Item 1. Set Guaranteed Maximum Price  
Items 2-16 Incorporate Siemens Contract Into JaCody's Contract  
Items 17-18 Modify Water Heater System and Valves For Showers  
Item 19. Install Floor Mounted WC Instead of Wall Mounted WC to Avoid Obstruction  
Items 20-21. Install Power Receptacle and Modify Light Fixtures For SMART Projector

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Contract (\$1,744,200 - \$1,461,207)	(\$282,993.00)	0	1	(\$282,993.00)
2	EA	Siemens RIM-010 Dual Reader Interface 12/24 Volts	\$346.08	0	6	\$2,076.48
3	EA	Siemens IPM-010 32 Non Isolated Inputs, 4 Output Module	\$708.73	0	1	\$708.73
4	EA	Siemens Universal Dual Voltage Heavy Duty Stike, Fail Secure	\$322.26	0	4	\$1,289.04
5	EA	Siemens Double Mag 12/24VDC x DSS/SCS Option x 40	\$720.16	0	2	\$1,440.32
6	EA	Siemens Push Button	\$72.58	0	1	\$72.58
7	EA	Siemens iClass R40, BLK, CBL, Standard, 26 BIT	\$174.19	0	6	\$1,045.14
8	EA	Siemens Request to Exit Motion Sensor, Gray	\$64.11	0	5	\$320.55
9	EA	Siemens 3/4" Dia. Recessed Steel Door/Closed Loop, Gray	\$7.77	0	4	\$31.08
10	EA	Siemens Type "N" Cable, 1000 ft, Security 18 AWG, STR, 2TSP, CMP	\$316.13	0	1	\$316.13
11	EA	Siemens Type "H" Cable, 1000 ft, Security 2-18/1-20AWG, STR, TSP, CMP	\$562.90	0	1	\$562.90
12	LS	Siemens Project Management	\$2,509.42	0	1	\$2,509.42
13	LS	Siemens Warranty	\$314.52	0	1	\$314.52
14	LS	Siemens Shipping & Handling	\$235.89	0	1	\$235.89
15	LS	Siemens Specialist Labor	\$10,586.69	0	1	\$10,586.69

16	LS	Siemens Engineering Labor	\$541.94	0	1	\$541.94
17	LS	40 Gallon Water Heater Complete and In Place	\$4,242.47	0	1	\$4,242.47
18	EA	SH-1 Shower Valves Complete and In Place	\$335.48	0	2	\$670.96
19	EA	Floor Mounted Water Closets and Connections Complete and In Place	\$1,560.70	0	1	\$1,560.70
20	EA	Ceiling Mounted Power Duplex Receptacle Outlet in Room 203	\$252.19	0	1	\$252.19
21	EA	Change Fixture "C" and Add an Additional Fixture	\$453.95	0	1	\$453.95
22	LS	Construction Phase Fee	\$2,923.17	0	1	\$2,923.17
23	LS	General Conditions Fee	\$1,169.27	0	1	\$1,169.27
					TOTAL	(\$249,668.88)

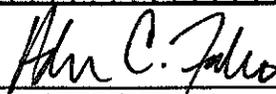
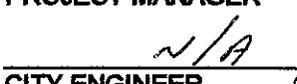
THE NET AFFECT OF THIS CHANGE ORDER IS A 14.31% DECREASE.

ORIGINAL CONTRACT AMOUNT	\$1,744,200.00	
Change Order No. 1	(\$249,668.88)	-14.31% CHANGE
REVISED CONTRACT AMOUNT	\$1,494,531.12	-14.31% TOTAL CHANGE

ORIGINAL CONTRACT TIME	200 Days
Rain Days (Through 05/31/09)	2 Days
Time Extension Change Order No. 1	0 Days
Revised Contract Time	202 Days

SUBSTANTIAL COMPLETION DATE	10/15/09
Revised Substantial Completion Date	10/17/09

APPROVED

	6/19/09		
A/E CONTRACTOR		CITY ATTORNEY	
	6/17/09		
CONSTRUCTION CONTRACTOR		DIRECTOR OF FISCAL SERVICES	
	6/23/09		
PROJECT MANAGER		MAYOR	
	N/A		
CITY ENGINEER		CITY SECRETARY	
	23-June-09		
DEPARTMENT DIRECTOR		CITY MANAGER	

Oak Forest Mhp

Utility Customer Service

Public Works

**Municipal Court**

Police

Krenek-Tap Rd

Texas Ave S

William King Cole Dr

**July 9, 2009**  
**Consent Agenda Item 2c**  
**Annual Prestressed Spun Cast Concrete Poles**

**To:** Glen Brown, Interim City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion awarding Bid #09-70 to Stresscrete, Inc., and authorize the estimated annual expenditures of \$257,320.00 for prestressed spun cast concrete poles.

**Recommendation(s):** Staff recommends award to the lowest, responsible bidder meeting specifications, Stresscrete, Inc. with annual estimated expenditures totaling \$257,320.00. Six bids were received:

1) Stresscrete	\$257,320.00
2) Superior Power Poles	\$431,835.00
3) TEC	\$441,120.00
4) Valmont Newmark	\$567,975.00
5) Techline	\$668,040.00
6) Dealers Electrical Supply	\$697,705.00

**Summary:** These purchases will be made as needed during the term of the agreement. The concrete poles are maintained in the electrical inventory and expensed as necessary. These poles are bought as needed and kept in stock for emergency purposes also. The term of agreement shall be for one year with up to two one-year renewal options.

**Budget & Financial Summary:** Six (6) sealed, competitive bid were received and opened on Friday, June 22, 2009. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Attachments:** Bid Tabulation #09-70



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-70**  
**"Annual Price Agreement for Prestressed Concrete**  
**Distribution Poles for Electric Inventory"**  
**Open Date: Friday, June 22, 2009 @ 2:00 p.m.**

Table A-1 Prestressed Spun Cast Concrete Distribution Poles					Stresscrete		Techline		TEC		Superior Power Poles		Dealers Electrical Supply		Valmont Newmark	
					UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
ITEM	Est. Annual Usage	UNIT	DESCRIPTION	Inventory No.												
A-1	5	Ea	35' prestressed spun cast concrete pole	540-070-00020	\$999.00	\$4,995.00	\$3,486.00	\$17,430.00	\$1,859.00	\$9,295.00	\$1,932.00	\$9,660.00	\$3,635.00	\$18,175.00	\$2,949.00	\$14,745.00
A-2	10	Ea	40' prestressed spun cast concrete pole	540-070-00010	\$1,150.00	\$11,500.00	\$3,591.00	\$35,910.00	\$2,080.00	\$20,800.00	\$2,024.00	\$20,240.00	\$3,745.00	\$37,450.00	\$3,041.00	\$30,410.00
A-3	80	Ea	45' prestressed spun cast concrete pole	540-070-00008	\$1,275.00	\$102,000.00	\$3,700.00	\$296,000.00	\$2,180.00	\$174,400.00	\$2,208.00	\$176,640.00	\$3,860.00	\$308,800.00	\$3,139.00	\$251,120.00
A-4	15	Ea	50' prestressed spun cast concrete pole	540-070-00009	\$1,425.00	\$21,375.00	\$3,818.00	\$57,270.00	\$2,422.00	\$36,330.00	\$2,356.00	\$35,340.00	\$3,984.00	\$59,760.00	\$3,242.00	\$48,630.00
A-5	35	Ea	55' prestressed spun cast concrete pole	540-070-00011	\$1,550.00	\$54,250.00	\$3,938.00	\$137,830.00	\$2,577.00	\$90,195.00	\$2,497.00	\$87,395.00	\$4,130.00	\$144,550.00	\$3,366.00	\$117,810.00
<b>TOTAL</b>						\$194,120.00		\$544,440.00		\$331,020.00		\$329,275.00		\$568,735.00		\$462,715.00
Table A-2 Prestressed Spun Cast Concrete Distribution Poles																
A-6	10	Ea	50' prestressed spun cast concrete self-supporting pole 6 degree angle	540-070-00021	\$1,740.00	\$17,400.00	\$3,818.00	\$38,180.00	\$3,401.00	\$34,010.00	\$2,790.00	\$27,900.00	\$3,984.00	\$39,840.00	\$3,242.00	\$32,420.00
A-7	10	Ea	50' prestressed spun cast concrete self supporting pole 12 degree	540-070-00018	\$2,030.00	\$20,300.00	\$4,159.00	\$41,590.00	\$3,703.00	\$37,030.00	\$3,443.00	\$34,430.00	\$4,340.00	\$43,400.00	\$3,543.00	\$35,430.00
A-8	10	Ea	50' prestressed spun cast concrete self supporting pole 18 degree angle	540-070-00019	\$2,550.00	\$25,500.00	\$4,383.00	\$43,830.00	\$3,906.00	\$39,060.00	\$4,023.00	\$40,230.00	\$4,573.00	\$45,730.00	\$3,741.00	\$37,410.00
<b>TOTAL</b>						\$63,200.00		\$123,600.00		\$110,100.00		\$102,560.00		\$128,970.00		\$105,260.00
<b>GRAND TOTAL</b>						\$257,320.00		\$668,040.00		\$441,120.00		\$431,835.00		\$697,705.00		\$567,975.00

**July 9, 2009**  
**Consent Agenda Item No. 2d**  
**Bank Depository Agreement Extension**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion on extending the bank depository agreement with Citibank Texas, N.A. for one final year.

**Recommendation(s):** Staff recommends approval of the final one-year renewal option.

**Summary:** The current bank depository agreement with Citibank expires on September 30, 2009. On November 22, 2005, the Council selected Citibank as the City's depository bank. The depository agreement was for three (3) years with an option for two (2) one-year renewals under the same terms and conditions and upon mutual consent of both parties. Staff requests executing the final one-year renewal option set to expire on September 30, 2010. A Request for Application for the bank depository contract will be released in 2010.

**Budget & Financial Summary:** The annual cost for the services provided by Citibank is not expected to exceed \$45,000 annually. The expenditure for banking services is budgeted in the General Fund. The interest rate on the account is the 91-day treasury rate plus 50 basis points. Given current market conditions, Citibank, out of good faith, has held the City's interest rate at 1% to help off-set fees.

**Attachments:**

1. Depository Contract Extension, Commercial Banking Services

AGREEMENT TO EXTEND THE DEPOSITORY  
CONTRACT BETWEEN THE CITY OF COLLEGE STATION, TEXAS  
AND CITIBANK TEXAS, N.A.

WHEREAS, the City of College Station, Texas entered into a Depository Contract (the "Contract") with Citibank Texas, N.A., on November 22, 2005; and

WHEREAS, the term of the Contract expires on September 30, 2009; and

WHEREAS, the terms of the Contract permit the parties to extend, by written agreement, the Contract up to two (2) additional terms with each term not to exceed one (1) year; and

WHEREAS, the Contract provides that the original terms and conditions will apply to any extension; and

WHEREAS, the City of College Station, Texas and Citibank Texas, N.A., desire to extend the Contract for one (1) additional term to expire on September 30, 2010;

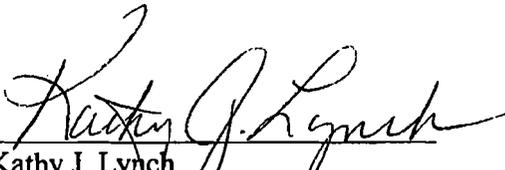
NOW THEREFORE, for and in consideration of the recitations above and the covenants expressed herein below, the parties agree to the following:

- A. Citibank Texas, N.A., Depository, located at 2717 Texas Avenue South, College Station, Texas 77840, Brazos County, State of Texas, and the City of College Station agree to extend the Contract for an additional one (1) year term from October 1, 2009 to September 30, 2010 (the "one (1) year extension").
- B. The parties agree that the original terms and conditions of the Contract will apply to the one (1) year extension.
- C. The parties agree that the rate(s) set under the original Contract will apply to the one (1) year extension.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITIBANK TEXAS, N.A.,  
COLLEGE STATION, TEXAS

CITY OF COLLEGE STATION, TEXAS

  
Kathy J. Lynch  
Vice President-Public Funds Sector

BY: \_\_\_\_\_  
Ben White  
Mayor

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ATTEST:

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CONNIE HOOKS, City Secretary

APPROVED:

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GLENN BROWN, City Manager

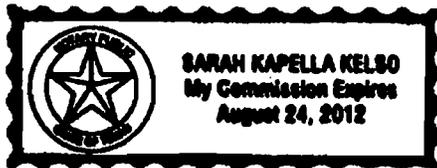
*Carla A Robinson*  
\_\_\_\_\_  
City Attorney

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Chief Financial Officer  
JEFF KERSTEN

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF BRAZOS    )        ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 5<sup>th</sup> day of June, 2009, by KATHY J. LYNCH as Vice President – Public Funds Sector of CITIBANK TEXAS, N.A., TEXAS, a Vice President, on its behalf.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF BRAZOS    )        ACKNOWLEDGMENT

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009, by BEN WHITE as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Home-Rule Municipality, on its behalf.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**July 9, 2009**  
**Consent Agenda Item No. 2e**  
**Harvey Mitchell Parkway (FM 2818) Temporary Speed Limit**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on consideration of an ordinance temporarily amending Chapter 10, Section 3E (2)(e), of the College Station Code of Ordinances by changing the posted speed limit on the section of Harvey Mitchell Parkway (FM 2818) between Welsh Avenue and Holleman Drive to 45 mph for the duration of TxDOT's FM 2818 Grade Separation project.

**Recommendation(s):** Staff recommends approval of the ordinance amendment.

**Summary:** TxDOT is currently constructing a bridge over Wellborn Road (FM 2154) and the adjacent railroad. The completed project will allow traffic on FM 2818 to go over the railroad and Wellborn Road on a bridge, thus traffic on FM 2818 will no longer have to stop for vehicles on Wellborn Road or one of the 24 trains per day crossing FM 2818.

To improve safety of the construction crews in the area as well as the motoring public traveling through the work zone, TxDOT has asked the City to temporarily reduce the speed limit in the work zone from 60 to 45 mph. This lower speed limit will also allow TxDOT to place a low-profile concrete barrier at the edge of the work zone to further improve the safety of construction crews and motorists.

The TxDOT manual, *Procedures for Establishing Speed Zones*, describes the process for establishing a construction speed zone within an incorporated city, which includes two options. A city may establish a construction speed zone by adopting an ordinance or by making a request to TxDOT. The accompanying ordinance establishes a temporary 45 mph construction speed zone along a section of FM 2818, beginning on the west side of the Welsh Avenue intersection and extending to Holleman Drive. The construction speed zone is temporary, becoming effective 10 days from the date of passage of the ordinance and expiring after the completion of the TxDOT construction project.

**Budget & Financial Summary:** No expenditure of City funds is necessary or associated with this item.

**Attachments:**

1. Ordinance
2. Location Map

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

AN ORDINANCE TEMPORARILY AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be temporarily amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station and expires at the completion of the Texas Department of Transportation's project to construct a grade separation of FM 2818 and the adjacent railroad/FM 2154.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

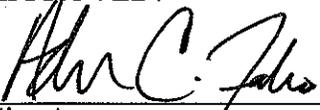
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

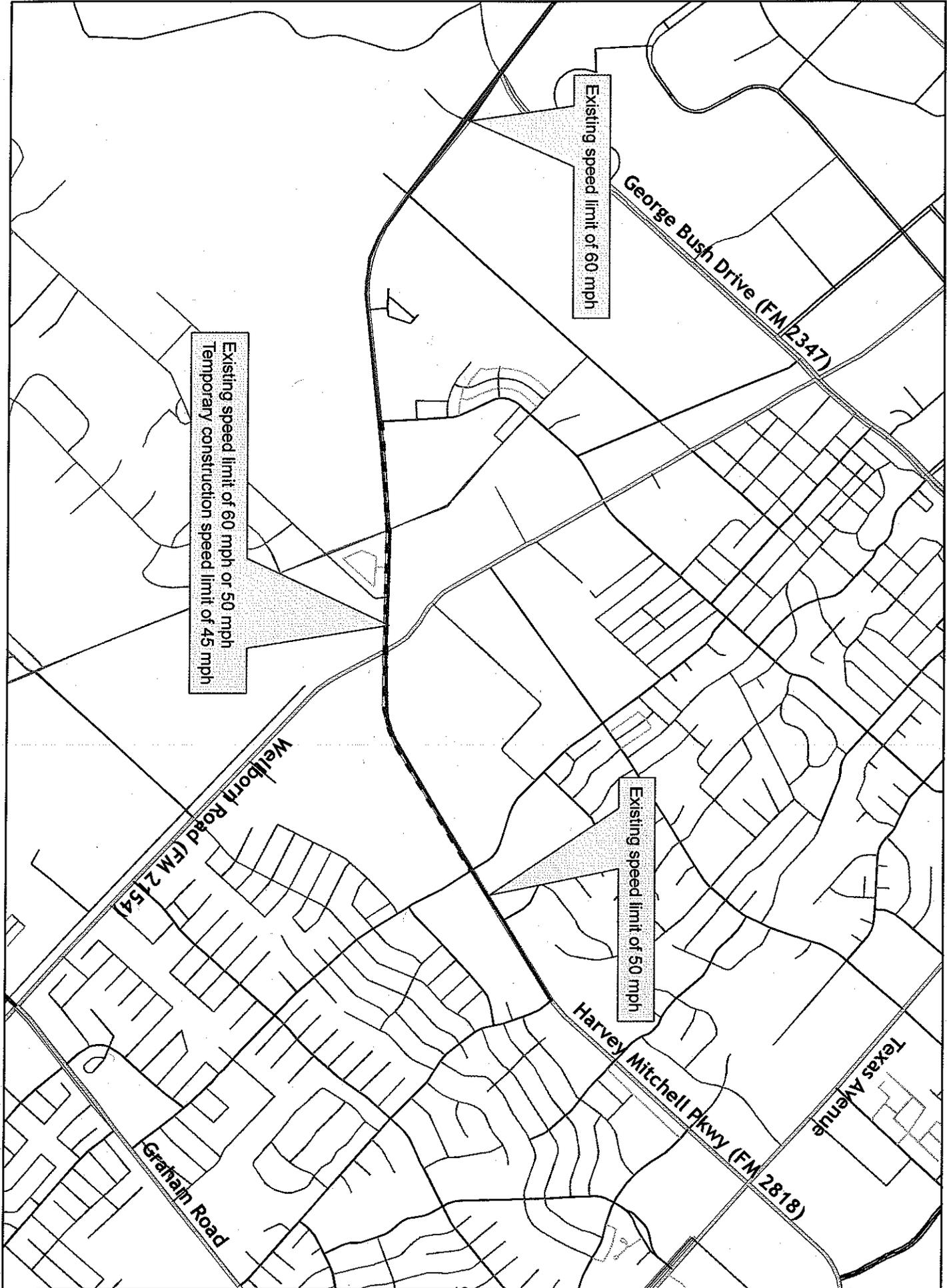
That Chapter 10, "Traffic Code", Section 3, "Speed Limits", of the Code of Ordinances of the City of College Station, Texas, is hereby temporarily amended, by amending paragraph 2(c), as set out hereafter to read as follows:

- (e) FM 2818 (Harvey Mitchell Parkway South), for traffic moving in a southerly direction from the North City Limit, the speed limit shall be sixty (60) miles per hour to the intersection of Holleman Drive.

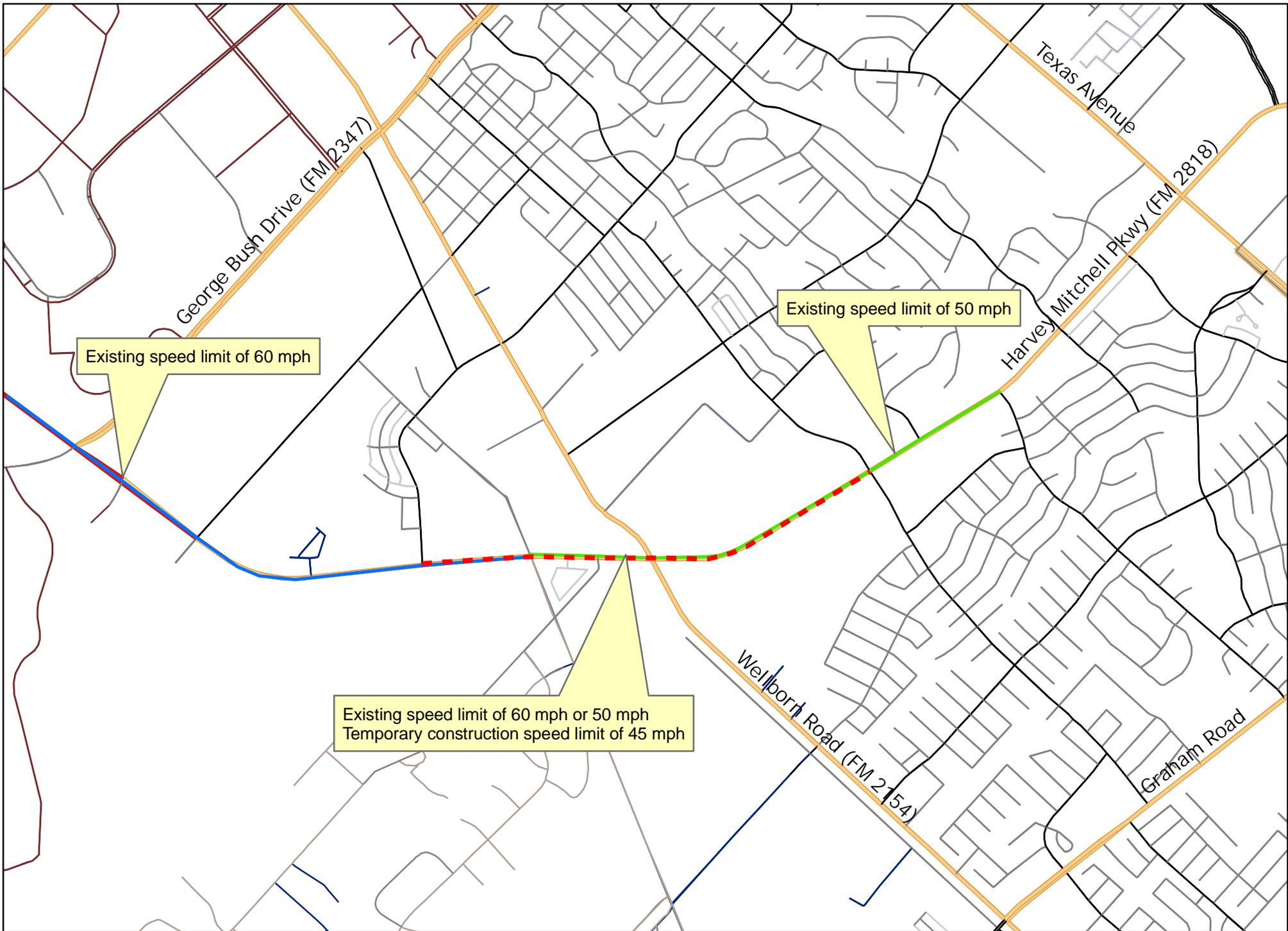
For traffic moving in an easterly direction, the speed limit shall be forty-five (45) miles per hour from the intersection of Holleman Drive to the intersection of Welsh Avenue. For traffic continuing to move in an easterly direction from Welsh Avenue to Rio Grande Boulevard, the speed limit shall be fifty (50) miles per hour. For the next 1.519 miles, the speed limit shall be forty-five (45) miles per hour to the intersection of SH 6 (Earl Rudder Freeway South) East Frontage Road.

For traffic moving in a westerly direction for the first 1.519 miles from the intersection of SH 6 (Earl Rudder Freeway South) West Frontage Road, the speed limit shall be forty-five (45) miles per hour to the intersection of Rio Grande Boulevard. The speed limit shall be fifty (50) miles per hour from the intersection of Rio Grande Boulevard to the intersection of Welsh Avenue. From Welsh Avenue to Holleman Drive, the speed limit shall be forty-five (45) miles per hour.

For traffic moving in a northerly direction, the speed limit shall be sixty (60) miles per hour from the intersection of Holleman Drive to the North City Limit.



**Proposed Construction Speed Limit on FM 2818**



Proposed Construction Speed Limit on FM 2818

**July 9, 2009**  
**Consent Agenda Item No. 2f**  
**Fire Station Construction Program Grant**

**To:** Glenn Brown, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution accepting from the Department of Homeland Security Fire Station Grant Program in the amount of \$3,200,000 and agreeing to provide the balance of \$3,700,000 to complete the construction of Fire Station # 6. The total cost of construction for Fire Station # 6 is projected to be \$6,900,000.

**Recommendation(s):** Staff recommends approval of the application and acceptance of the grant if awarded from the Department of Homeland Security and recommends the City Council to authorize and designate the Fire Chief or their designee, to sign agreements with the Department of Homeland Security for these grants on behalf of the City of College Station.

**Summary:** The City of College Station has prepared a Grant Application in accordance with the requirements of the Department of Homeland Security who is responsible to administer the grant funds under the American Recovery and Reinvestment Act which has provided FEMA with \$210 million to fund the construction and modifications of Fire Stations. The purpose of this grant program is to strategically increase the safety of the firefighters and the communities that they serve. As such, all program priorities focus on the timeliness of the implementation of the construction project, the effect the new or modified facility will have on the health and safety of the firefighters, the number of firehouses in the surrounding area, as well as the benefit the new or modified facility will have on the protection of the community.

**Budget & Financial Summary:** This Fire Station Grant process is competitive, grant requests for projects in which the applicant already owns the property will be given additional consideration for approval. If the Grant is awarded, the City of College Station would receive \$3,200,000 from the DHS grant and the City of College Station would be responsible for the balance of the construction cost of \$3,700,000 to complete the construction of Fire Station # 6. The total cost of construction for Fire Station # 6 is projected to be \$6,900,000.

**Attachments:**

Homeland Security Application on file in City Secretary's office  
Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A GRANT APPLICATION OF THE U.S. DEPARTMENT OF HOMELAND SECURITY IN ACCORDANCE WITH THE AMERICAN RECOVERY AND REINVESTMENT ACT GRANT PROGRAM AND FUNDING FOR THE CONSTRUCTION OF FIRE STATION 6.

WHEREAS, the Department of Homeland Security has provided FEMA with \$210 million to fund the construction and modifications to Fire Stations and administers grant funds under the American Recovery and Reinvestment Act for the purpose of making funds available for local projects that qualify under the list of eligible categories; and

WHEREAS, the City Council of the City of College Station desires to apply for a Fire Station construction grant to assist with the cost of construction for Fire Station # 6, therefore;

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

PART 1: That the City Council hereby approves the grant application for \$3,200,000.00 for the purpose of assisting with the construction cost for Fire Station # 6.

PART 2: That the City Council hereby agrees to provide the balance of \$3,700,000 for the cost of constructing Fire Station # 6 which the total projected cost for Fire Station #6 is to be \$6,900,000.

PART 3: That the City Council hereby authorizes and designates the Fire Chief for the City of College Station Fire Department, or his designee, to sign agreements with the Department of Homeland Security for these grants on behalf of the City of College Station.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

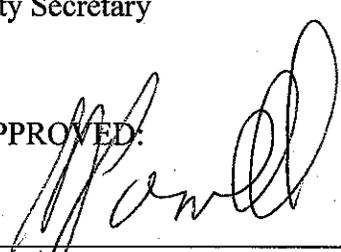
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**July 9, 2009**  
**Consent Agenda Item No. 2g**  
**Annual Turf Mowing Services**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion on awarding an annual contract for Turf Mowing Services for various City properties to Green Teams, Inc. for an annual expenditure of \$79,626.00. (Bid #09-19)

**Recommendation(s):** Staff recommends award of the contract to the lowest responsible bidder, Green Teams, Inc. in the annual not-to-exceed amount of \$79,626.00.

**Summary:** This contract contains two (2) sections: *Section I - Annual Turf Mowing* for College Station Utility Electrical Substations, Water/Wastewater and Economic Development Sites and *Section II - Temporary Landscape Maintenance Services* for Carters Creek Wastewater Treatment Plant and Chimney Hill Center. Section I consists of turf mowing, edging/trimming, litter/debris removal, fire ant control and minor landscape bed maintenance. Section II consists of turf mowing, hardscape maintenance, edging/trimming, litter/debris removal, landscape bed maintenance, shrub trimming, fertilization, irrigation inspection and repair, etc. The two (2) temporary locations at Carter Creek Wastewater Treatment Plant and Chimney Hill Center will be maintained under this contract until September 30, 2009. They will be included in the re-bid of annual landscape (manicured) maintenance services that will have a resulting contract in place by October 1, 2009.

Sealed competitive bids were solicited and five (5) bids were received. Please see the attached bid tabulation for details.

**Budget & Financial Summary:** Funding for turf mowing services comes from the operations/maintenance funds for Water/Wastewater, Electric, Community Development, Economic Development, and the New Convention Center.

**Attachments:**

Tabulation for Bid No. 09-19

Contract on file in the City Secretary's Office



ITB 09-19  
 Annual Turf Mowing at Various City of College Station Locations  
 Open Date: Wednesday, June 3, 2009 @ 2:00

SECTION I ANNUAL MAINTENANCE	No. of Cycles	Green Teams, Inc. (Bryan, TX)		Rainbow Gardens (Bryan, TX)		Brookway Horticultural Services (Houston, TX)		C&D Property Services (College Station, TX)		Rios Tree Service, Inc. (San Antonio, TX)	
		Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total
<b>College Station Electric Utility Substations</b>											
I. Turf Maintenance											
A. Secondary Mow											
1. Mow, Trim, Clean up											
Greens Prairie Substation	18	\$162.00	\$2,916.00	\$147.00	\$2,646.00	\$92.18	\$1,659.24	\$215.00	\$3,870.00	\$240.75	\$4,333.50
College Station Switch Station	18	\$256.00	\$4,608.00	\$240.00	\$4,320.00	\$265.23	\$4,774.14	\$215.00	\$3,870.00	\$321.00	\$5,778.00
Post Oak Mall Substation	18	\$142.00	\$2,556.00	\$225.00	\$4,050.00	\$124.63	\$2,243.34	\$215.00	\$3,870.00	\$240.75	\$4,333.50
Southwood Valley Substation	18	\$64.00	\$1,152.00	\$70.00	\$1,260.00	\$56.65	\$1,019.70	\$215.00	\$3,870.00	\$240.75	\$4,333.50
Northgate Substation	18	\$80.00	\$1,440.00	\$145.00	\$2,610.00	\$110.36	\$1,986.48	\$95.00	\$1,710.00	\$240.75	\$4,333.50
Dowling Road Substation	18	\$134.00	\$2,412.00	\$200.00	\$3,600.00	\$75.91	\$1,366.38	\$350.00	\$6,300.00	\$240.75	\$4,333.50
Spring Creek Substation	18	\$70.00	\$1,260.00	\$115.00	\$2,070.00	\$93.78	\$1,688.04	\$350.00	\$6,300.00	\$240.75	\$4,333.50
<b>Grand Total - CS Electric Utility Substations</b>			<b>\$16,344.00</b>		<b>\$20,556.00</b>		<b>\$14,737.32</b>		<b>\$29,790.00</b>		<b>\$31,779.00</b>
<b>Water/Wastewater Sites - Water Production Sites</b>											
I. Turf Maintenance											
A. Secondary Mow											
1. Mow, Trim, Clean up											
Greens Prairie Elevated Storage Tank	18	\$50.00	\$900.00	\$75.00	\$1,350.00	\$77.25	\$1,390.50	\$100.00	\$1,800.00	\$321.00	\$5,778.00
Park Place Elevated Storage Tank	18	\$110.00	\$1,980.00	\$85.00	\$1,530.00	\$77.25	\$1,390.50	\$150.00	\$2,700.00	\$321.00	\$5,778.00
University Drive Pump Station	18	\$98.00	\$1,764.00	\$85.00	\$1,530.00	\$128.75	\$2,317.50	\$150.00	\$2,700.00	\$321.00	\$5,778.00
Water Well #1	18	\$60.00	\$1,080.00	\$65.00	\$1,170.00	\$61.80	\$1,112.40	\$75.00	\$1,350.00	\$321.00	\$5,778.00
Water Well #2	18	\$60.00	\$1,080.00	\$65.00	\$1,170.00	\$66.95	\$1,205.10	\$100.00	\$1,800.00	\$321.00	\$5,778.00
Water Well #3	18	\$50.00	\$900.00	\$55.00	\$990.00	\$61.80	\$1,112.40	\$70.00	\$1,260.00	\$321.00	\$5,778.00
Water Well #4	18	\$43.00	\$774.00	\$45.00	\$810.00	\$61.80	\$1,112.40	\$60.00	\$1,080.00	\$321.00	\$5,778.00
Water Well #5	18	\$66.00	\$1,188.00	\$75.00	\$1,350.00	\$66.95	\$1,205.10	\$100.00	\$1,800.00	\$321.00	\$5,778.00
Water Well #6	18	\$66.00	\$1,188.00	\$75.00	\$1,350.00	\$66.95	\$1,205.10	\$100.00	\$1,800.00	\$321.00	\$5,778.00
Water Well #7	18	\$66.00	\$1,188.00	\$75.00	\$1,350.00	\$256.47	\$4,616.46	\$100.00	\$1,800.00	\$321.00	\$5,778.00
Transmission Line Site #1	18	\$42.00	\$756.00	\$70.00	\$1,260.00	\$87.55	\$1,575.90	\$60.00	\$1,080.00	\$321.00	\$5,778.00
Transmission Line Site #2	18	\$84.00	\$1,512.00	\$60.00	\$1,080.00	\$85.49	\$1,538.82	\$60.00	\$1,080.00	\$321.00	\$5,778.00
2. Fire Ant Control											
Greens Prairie Elevated Storage Tank	2	\$52.00	\$104.00	\$40.00	\$80.00	\$72.10	\$144.20	\$80.00	\$160.00	\$20.00	\$40.00
Park Place Elevated Storage Tank	2	\$54.00	\$108.00	\$35.00	\$70.00	\$72.10	\$144.20	\$80.00	\$160.00	\$20.00	\$40.00



ITB 09-19  
 Annual Turf Mowing at Various City of College Station Locations  
 Open Date: Wednesday, June 3, 2009 @ 2:00

SECTION I ANNUAL MAINTENANCE	No. of Cycles	Green Teams, Inc. (Bryan, TX)		Rainbow Gardens (Bryan, TX)		Brookway Horticultural Services (Houston, TX)		C&D Property Services (College Station, TX)		Rios Tree Service, Inc. (San Antonio, TX)	
		Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total
University Drive Pump Station	2	\$68.00	\$136.00	\$40.00	\$80.00	\$61.80	\$123.60	\$160.00	\$320.00	\$20.00	\$40.00
Water Well #1	2	\$58.00	\$116.00	\$40.00	\$80.00	\$10.30	\$20.60	\$80.00	\$160.00	\$20.00	\$40.00
Water Well #2	2	\$72.00	\$144.00	\$40.00	\$80.00	\$16.48	\$32.96	\$160.00	\$320.00	\$20.00	\$40.00
Water Well #3	2	\$58.00	\$116.00	\$40.00	\$80.00	\$12.36	\$24.72	\$80.00	\$160.00	\$20.00	\$40.00
Water Well #4	2	\$36.00	\$72.00	\$30.00	\$60.00	\$6.18	\$12.36	\$40.00	\$80.00	\$20.00	\$40.00
Water Well #5	2	\$68.00	\$136.00	\$40.00	\$80.00	\$16.48	\$32.96	\$160.00	\$320.00	\$20.00	\$40.00
Water Well #6	2	\$68.00	\$136.00	\$40.00	\$80.00	\$20.60	\$41.20	\$160.00	\$320.00	\$20.00	\$40.00
Water Well #7	2	\$68.00	\$136.00	\$40.00	\$80.00	\$426.42	\$852.84	\$160.00	\$320.00	\$20.00	\$40.00
<b>Total - Water Production Sites</b>		<b>\$15,514.00</b>		<b>\$15,710.00</b>		<b>\$21,211.82</b>		<b>\$22,570.00</b>		<b>\$69,736.00</b>	
<b>Water/Wastewater Sites - Water Pump Stations</b>											
I. Turf Maintenance											
A. Secondary Mow											
1. Mow, Trim, Clean up											
Dowling Road Pump Station	18	\$210.00	\$3,780.00	\$260.00	\$4,680.00	\$257.50	\$4,635.00	\$400.00	\$7,200.00	\$963.00	\$17,334.00
Sandy Point Road Pump Station	18	\$244.00	\$4,392.00	\$380.00	\$6,840.00	\$154.50	\$2,781.00	\$475.00	\$8,550.00	\$321.00	\$5,778.00
2. Fire Ant Control											
Dowling Road Pump Station	2	\$250.00	\$500.00	\$100.00	\$200.00	\$128.75	\$257.50	\$480.00	\$960.00	\$100.00	\$200.00
Sandy Point Road Pump Station	2	\$265.00	\$530.00	\$50.00	\$100.00	\$51.50	\$103.00	\$560.00	\$1,120.00	\$20.00	\$40.00
II. Bed Maintenance											
A. General Maintenance											
Dowling Road Pump Station	12	\$100.00	\$1,200.00	\$50.00	\$600.00	\$41.20	\$494.40	\$80.00	\$960.00	\$300.00	\$3,600.00
Sandy Point Road Pump Station	12	\$100.00	\$1,200.00	\$10.00	\$120.00	\$41.20	\$494.40	\$80.00	\$960.00	\$150.00	\$1,800.00
B. Mulch Replenishment											
Dowling Road Pump Station	1	\$158.00	\$158.00	\$130.00	\$130.00	\$66.95	\$66.95	\$550.00	\$550.00	\$425.00	\$425.00
Sandy Point Road Pump Station	1	\$170.00	\$170.00	\$0.00	\$0.00	\$51.50	\$51.50	\$550.00	\$550.00	\$425.00	\$425.00
C. Pest/Weed Control, All Landscape Bed Areas											
1. Pre-emergent Weed Control											
Dowling Road Pump Station	2	\$18.00	\$36.00	\$20.00	\$40.00	\$66.95	\$133.90	\$120.00	\$240.00	\$375.00	\$750.00
Sandy Point Road Pump Station	2	\$36.00	\$72.00	\$10.00	\$20.00	\$51.50	\$103.00	\$120.00	\$240.00	\$375.00	\$750.00
2. Post-emergent Weed Control											
Dowling Road Pump Station	1	\$0.00	\$0.00	\$10.00	\$10.00	\$77.25	\$77.25	\$120.00	\$120.00	\$375.00	\$375.00
Sandy Point Road Pump Station	1	\$0.00	\$0.00	\$10.00	\$10.00	\$77.25	\$77.25	\$120.00	\$120.00	\$375.00	\$375.00



ITB 09-19  
 Annual Turf Mowing at Various City of College Station Locations  
 Open Date: Wednesday, June 3, 2009 @ 2:00

SECTION I ANNUAL MAINTENANCE	No. of Cycles	Green Teams, Inc. (Bryan, TX)		Rainbow Gardens (Bryan, TX)		Brookway Horticultural Services (Houston, TX)		C&D Property Services (College Station, TX)		Rios Tree Service, Inc. (San Antonio, TX)	
		Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total
3. Fire Ant Control											
Dowling Road Pump Station	2	\$0.00	\$0.00	\$10.00	\$20.00	\$77.25	\$154.50	\$40.00	\$80.00	\$150.00	\$300.00
Sandy Point Road Pump Station	2	\$0.00	\$0.00	\$7.50	\$15.00	\$77.25	\$154.50	\$40.00	\$80.00	\$65.00	\$130.00
III. Tree Maintenance											
A. Establish Tree Well Maintenance											
Dowling Road Pump Station	1	\$0.00	\$0.00	\$15.00	\$15.00	\$56.65	\$56.65	\$130.00	\$130.00	\$500.00	\$500.00
Spring Crape Myrtle Prune											
Dowling Road Pump Station	1	\$60.00	\$60.00	\$25.00	\$25.00	\$180.00	\$180.00	\$320.00	\$320.00	\$275.00	\$275.00
<b>Total - Water Pump Stations</b>		<b>\$12,098.00</b>		<b>\$12,825.00</b>		<b>\$9,820.80</b>		<b>\$22,180.00</b>		<b>\$33,057.00</b>	
<b>Water/Wastewater Sites - Wastewater Treatment Sites</b>											
I. Turf Maintenance											
A. Secondary Mow											
1. Mow, Trim, Cleanup											
Carter's Creek WW Treatment Plant	18	\$676.00	\$12,168.00	\$680.00	\$12,240.00	\$1,158.75	\$20,857.50	\$1,800.00	\$32,400.00	\$1,950.00	\$35,100.00
Lick Creek WW Treatment Plant	18	\$430.00	\$7,740.00	\$400.00	\$7,200.00	\$334.75	\$6,025.50	\$804.00	\$14,472.00	\$110.00	\$1,980.00
Lift Station #2	18	\$25.00	\$450.00	\$25.00	\$450.00	\$77.25	\$1,390.50	\$35.00	\$630.00	\$110.00	\$1,980.00
Lift Station #3	18	\$25.00	\$450.00	\$30.00	\$540.00	\$77.25	\$1,390.50	\$35.00	\$630.00	\$110.00	\$1,980.00
Foxfire Lift Station	18	\$34.00	\$612.00	\$45.00	\$810.00	\$77.25	\$1,390.50	\$35.00	\$630.00	\$110.00	\$1,980.00
Hensel Park Lift Station	18	\$34.00	\$612.00	\$35.00	\$630.00	\$77.25	\$1,390.50	\$35.00	\$630.00	\$110.00	\$1,980.00
Luther Street Lift Station	18	\$34.00	\$612.00	\$50.00	\$900.00	\$87.55	\$1,575.90	\$45.00	\$810.00	\$110.00	\$1,980.00
Nantucket Lift Station	18	\$26.00	\$468.00	\$30.00	\$540.00	\$10.30	\$185.40	\$35.00	\$630.00	\$110.00	\$1,980.00
Creek Meadow Lift Station	18	\$34.00	\$612.00	\$35.00	\$630.00	\$20.60	\$370.80	\$35.00	\$630.00	\$110.00	\$1,980.00
Valley Park Lift Station	18	\$26.00	\$468.00	\$30.00	\$540.00	\$8.24	\$148.32	\$35.00	\$630.00	\$110.00	\$1,980.00
Carter Lake Lift Station	18	\$106.00	\$1,908.00	\$150.00	\$2,700.00	\$271.92	\$4,894.56	\$35.00	\$630.00	\$110.00	\$1,980.00
2. Fire Ant Control											
Carter's Creek WW Treatment Plant	2	\$814.00	\$1,628.00	\$500.00	\$1,000.00	\$128.75	\$257.50	\$2,160.00	\$4,320.00	\$40.00	\$80.00
Lick Creek WW Treatment Plant	2	\$410.00	\$820.00	\$170.00	\$340.00	\$82.40	\$164.80	\$960.00	\$1,920.00	\$40.00	\$80.00
Lift Station #2	2	\$14.00	\$28.00	\$5.00	\$10.00	\$20.60	\$41.20	\$20.00	\$40.00	\$40.00	\$80.00
Lift Station #3	2	\$14.00	\$28.00	\$5.00	\$10.00	\$25.75	\$51.50	\$20.00	\$40.00	\$40.00	\$80.00
Foxfire Lift Station	2	\$14.00	\$28.00	\$7.50	\$15.00	\$25.75	\$51.50	\$30.00	\$60.00	\$40.00	\$80.00



ITB 09-19  
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		Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total
Hensel Park Lift Station	2	\$14.00	\$28.00	\$5.00	\$10.00	\$25.75	\$51.50	\$30.00	\$60.00	\$40.00	\$80.00
Luther Street Lift Station	2	\$14.00	\$28.00	\$12.00	\$24.00	\$25.75	\$51.50	\$35.00	\$70.00	\$40.00	\$80.00
Nantucket Lift Station	2	\$14.00	\$28.00	\$5.00	\$10.00	\$10.30	\$20.60	\$20.00	\$40.00	\$40.00	\$80.00
Creek Meadow Lift Station	2	\$14.00	\$28.00	\$5.00	\$10.00	\$25.75	\$51.50	\$20.00	\$40.00	\$40.00	\$80.00
Valley Park Lift Station	2	\$14.00	\$28.00	\$5.00	\$10.00	\$8.24	\$16.48	\$20.00	\$40.00	\$40.00	\$80.00
Carter Lake Lift Station	2	\$68.00	\$136.00	\$35.00	\$70.00	\$453.20	\$906.40	\$120.00	\$240.00	\$40.00	\$80.00
<b>Total - Wastewater Treatment Sites</b>		<b>\$28,908.00</b>		<b>\$28,689.00</b>		<b>\$41,284.46</b>		<b>\$59,592.00</b>		<b>\$55,780.00</b>	
<b>Grand Total - Water/Wastewater Sites (All)</b>		<b>\$56,520.00</b>		<b>\$57,224.00</b>		<b>\$72,317.08</b>		<b>\$104,342.00</b>		<b>\$158,573.00</b>	
<b>Economic Development Sites</b>											
I. Turf Maintenance											
A. Secondary Mow											
1. Mow, Trim, Cleanup											
1123 Phoenix	18	\$25.00	\$450.00	\$30.00	\$540.00	\$48.41	\$871.38	\$35.00	\$630.00	\$160.42	\$2,887.56
1208 Phoenix	18	\$25.00	\$450.00	\$30.00	\$540.00	\$48.41	\$871.38	\$35.00	\$630.00	\$160.42	\$2,887.56
1124 Carolina	18	\$25.00	\$450.00	\$25.00	\$450.00	\$47.38	\$852.84	\$35.00	\$630.00	\$160.42	\$2,887.56
4214 Cripple Creek	18	\$25.00	\$450.00	\$30.00	\$540.00	\$52.53	\$945.54	\$35.00	\$630.00	\$160.42	\$2,887.56
First Street Properties (All)	18	\$75.00	\$1,350.00	\$125.00	\$2,250.00	\$141.11	\$2,539.98	\$180.00	\$3,240.00	\$963.00	\$17,334.00
4284 Hollow Stone	18	\$25.00	\$450.00	\$25.00	\$450.00	\$52.53	\$945.54	\$35.00	\$630.00	\$160.42	\$2,887.56
1022 Crested Point	18	\$25.00	\$450.00	\$30.00	\$540.00	\$55.62	\$1,001.16	\$35.00	\$630.00	\$160.42	\$2,887.56
<b>Grand Total - Economic Development Sites</b>		<b>\$4,050.00</b>		<b>\$5,310.00</b>		<b>\$8,027.82</b>		<b>\$7,020.00</b>		<b>\$34,659.36</b>	
<b>Grand Total - Section I Annual Maintenance</b>		<b>\$76,914.00</b>		<b>\$83,090.00</b>		<b>\$95,082.22</b>		<b>\$141,152.00</b>		<b>\$225,011.36</b>	



ITB 09-19  
Annual Turf Mowing at Various City of College Station Locations  
Open Date: Wednesday, June 3, 2009 @ 2:00

SECTION II TEMPORARY MAINTENANCE	No. of Cycles	Green Teams, Inc.		Rainbow Gardens		Brookway		C&D Property Services		Rios Tree Service, Inc.	
		Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total
<b>Carter's Creek Wastewater Treatment Plant</b>											
I. Turf Maintenance											
A. Primary Mow											
1. Mow, Trim, Cleanup	6	\$64.00	\$384.00	\$65.00	\$390.00	\$1,158.75	\$6,952.50	\$50.00	\$300.00	\$325.00	\$1,950.00
2. Chemical/Fertilization (Summer)	1	\$72.00	\$72.00	\$125.00	\$125.00	\$669.50	\$669.50	\$80.00	\$80.00	\$175.00	\$175.00
II. Bed Maintenance											
1. General Maintenance	3	\$138.00	\$414.00	\$95.00	\$285.00	\$231.75	\$695.25	\$40.00	\$120.00	\$45.00	\$135.00
III. Irrigation System											
1. Operational Checks	3	\$48.00	\$144.00	\$40.00	\$120.00	\$231.75	\$695.25	\$50.00	\$150.00	\$325.00	\$975.00
<b>Total - Carter's Creek WW Treatment Plant</b>		<b>\$1,014.00</b>		<b>\$920.00</b>		<b>\$9,012.50</b>		<b>\$650.00</b>		<b>\$3,235.00</b>	
<b>Chimney Hill Center</b>											
I. Turf Maintenance											
A. Primary (Medians)											
1. Mow Cycle (Includes trim,	6	\$258.00	\$1,548.00	\$400.00	\$2,400.00	\$890.00	\$5,340.00	\$450.00	\$2,700.00	\$875.00	\$5,250.00
II. Hardscape Maintenance (Paved medians, curblines, etc.)											
1. General Maintenance	3	\$50.00	\$150.00	\$100.00	\$300.00	\$333.75	\$1,001.25	\$75.00	\$225.00	\$125.00	\$375.00
<b>Total - Chimney Hill Center</b>		<b>\$1,698.00</b>		<b>\$2,700.00</b>		<b>\$6,341.25</b>		<b>\$2,925.00</b>		<b>\$5,625.00</b>	
<b>Grand Total - Section II Temporary Maintenance</b>		<b>\$2,712.00</b>		<b>\$3,620.00</b>		<b>\$15,353.75</b>		<b>\$3,575.00</b>		<b>\$8,860.00</b>	
<b>GRAND TOTAL - SECTION I + SECTION II</b>		<b>\$79,626.00</b>		<b>\$86,710.00</b>		<b>\$110,435.97</b>		<b>\$144,727.00</b>		<b>\$233,871.36</b>	
<b>Executed 5% Bidder's Bond</b>		✓		✓		Cashier's Check		✓		✓	
<b>Certification From Bid Package</b>		✓		✓		✓		✓		✓	
<b>Acknowledged Addendums 1-3</b>		✓		✓		✓		✓		✓	

**NOTES**

**Green Teams, Inc.**

»Miscalculated Water Well #4 under Water Production Sites (Mow, Trim, Clean up) as \$756.00, the total for Water Productions Sites as \$15,496.00 and the Grand Total for all W/WW sites as \$56,502.00. The highlighted totals above are correct.

»Water Pump Stations: Bid amount for Turf Maintenance/Fire Ant Control includes the cost for Fire Ant Control for landscape beds. Bid amount for General/Bed Maintenance for Dowling Road and Sandy Point Road Pump Stations includes the cost for Post-emergent Weed Control and Tree Well Maintenance.

**July 9, 2009**  
**Regular Agenda Item No. 1**  
**Tauber and Stasney Streets Rehabilitation Project**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion of design options for the Tauber & Stasney Street Rehabilitation Project.

**Recommendation(s):** Staff is recommending that the Tauber and Stasney Street Rehabilitation Project proceed according to Option B, as this alternative meets most of the goals of the project, minimizes the negative impacts to the adjacent property owners, and is in compliance with the ordinances that private development must follow. However, based on some of the feedback from the public engagement process, some stakeholders expressed a preference for Option C

**Summary:** Section 5.6.B.5.a (page 5-16) of the Unified Development Ordinance (UDO) states "*Existing head-in parking that requires backing maneuvers into a right-of-way shall be removed with all proposed development, redevelopment, rehabilitation, and façade projects within any Northgate district*". The term rehabilitation is defined in the Ordinance, but it does not clearly identify whether City funded capital projects, initiated to improve safety and the reliability of city services, and are considered a rehabilitation project.

The Northgate Parking Plan, adopted by Council in March 2000, and referenced in the UDO, requires the removal of all on-street parking in residential areas in Northgate, which is the section of Northgate zoned NG-3. The segments along Tauber and Stasney between Cross and Cherry Street are zoned NG-3.

On December 11, 2008 staff came before Council seeking direction on the Tauber and Stasney Street Rehabilitation Project, specifically to the question of whether or not this, and other City initiated rehabilitation project, should require the removal of existing parking. Council indicated that the UDO should apply to City funded capital projects. Staff then requested 90 days to engage landowners in Northgate who may be impacted by the project, to discuss the potential impacts and benefits of the project, and to gather their input.

Staff presented the Council with three design alternatives to accomplish the goals established with this project on April 9, 2009. Council discussed the alternatives and ultimately requested that staff bring this item, and the alternatives presented in the presentation, back in the form of a public hearing.

On April 23, 2009 staff presented the same three design alternatives in a public hearing. Council requested that staff attempt to identify more alternatives that would allow for more on-street parking, include sidewalks, and the 26-foot wide travel lane required by the City's emergency responders.

Since April 23, 2009, staff has met with each of the property owners, or the designated representative(s) of the owner, along Tauber and Stasney to discuss alternative solutions and the impacts to their property, and to discuss the possibility of right-of-way and/or access easement dedications. Several land owners indicated a willingness to dedicate a few feet of land in the form of an access easement to facilitate the construction of new

sidewalks, but none were willing to dedicate enough land so the ROW can be expanded enough to construct two 8-foot wide sidewalks, two 8-foot wide parallel parking rows, and a 26-foot wide travel lane required by the by the City's emergency responders.

Based on our discussions with the stakeholders, staff has developed one new design alternative to accomplish the goals of the project, and attempt to meet the needs of the property owners, to the extent possible. The Council is familiar with Options A and B below, as these alternatives were presented on April 9<sup>th</sup> and 23<sup>rd</sup>. Option C is a new alternative. A brief summary of the alternatives is listed below.

**Option A:**

- Mill the old pavement and overlay with a new asphalt surface.
- Replace the water and sewer utilities.
- Address the pavement grade issues along Tauber between Cross and Cherry.
- Do not construct new sidewalks or install street trees along either street.
- All head-in parking and parallel parking will remain.
- Maintain two-way traffic along Tauber and Stasney.
- This option will require a clarification to the definition of a rehabilitation project in the UDO.
- Option does not require additional ROW.
- Option will not result in the permanent loss of any parking spaces along Tauber or Stasney.

**Option B:**

- Remove head-in parking along Tauber and Stasney - replace/keep parallel parking where possible along Tauber and Stasney (Parallel parking will be provided on one side of Stasney between University and Cherry. Parallel parking will be provided on one side of Tauber between University and Church, two sides of Tauber between Church and Cross, and one side of Tauber between Cross and Cherry).
- Amend the Northgate Parking Plan to allow for on-street parking in NG-3 along one side of Tauber and one side of Stasney.
- 8-foot wide sidewalks with street trees along Stasney.
- 8-foot sidewalks with street trees along Tauber between Church and Cherry.
- The majority of the sidewalk along the east side of Tauber between University and Church will not be modified; the sidewalk on the west side of Tauber between University and Church will be reconstructed to a width of 7-feet. Existing 6" to 8" caliper live oaks immediately behind the sidewalk on the east side of Tauber between University and Church will be preserved.
- New concrete pavement on Tauber and Stasney.
- Replace the water and sewer utilities
- Construct a new storm sewer system along Tauber and Stasney.
- Maintain two-way traffic along Tauber and Stasney.
- This option does not require an amendment to the UDO.
- This option will require a small amount of additional ROW and/or an access easement along Tauber near Cherry Street.
- This option will result in the loss of approximately 137 parking spaces along Tauber and Stasney.

**Option C:**

- Remove head-in parking along Tauber and Stasney - replace/keep parallel parking where possible along Tauber and Stasney (Parallel parking will be provided on two sides of Stasney between University and Cherry. Parallel

parking will be provided on two sides of Tauber between University and Cross, and one side of Tauber between Cross and Cherry).

- 4-foot wide sidewalks on both sides of the Stasney from University to Cherry. Street trees will not be included along Stasney.
- 8-foot sidewalks with street trees along Tauber between Church and Cross.
- 4-foot wide sidewalks on the east and west side of Tauber between University and Church. This will require a dedication of 1 to 2 feet of ROW (to accommodate the construction of 42-feet of pavement) and 5 to 6 feet of land to be dedicated in the form of an access easement by property owners on both sides of the ROW (to allow the existing sidewalks on private property to be reconstructed). The existing 6" to 8" caliper live oaks immediately behind the sidewalk on the east side of Tauber between University and Church will be preserved.
- Amend the Northgate Parking Plan to allow for on-street parking in NG-3 along one side of Tauber and two sides of Stasney.
- New concrete pavement.
- Replace the water and sewer utilities.
- Construct a new storm sewer system along Tauber and Stasney.
- Maintain two-way traffic along Tauber and Stasney.
- This option does require an amendment to the UDO.
- This option will require a small amount of additional ROW and an access easement along Tauber between University and Church.
- This option will result in the loss of approximately 96 parking spaces along Tauber and Stasney.

**Budget & Financial Summary:** The current project budget for the Tauber and Stasney Street Rehabilitation Project is \$3,058,128. Funds in the amount of \$572,840.70 have been expended or committed to date, leaving a balance of \$2,485,287.30 in the project budget.

**Attachments:**

1. Map

# Tauber and Stasney Street Rehabilitation Project Location Map



**July 9, 2009**  
**Regular Agenda Item No. 2**  
**Ch. 13 Flood Hazard Protection – No Adverse Impacts to Floodplain**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion an ordinance amending City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection.

**Recommendation(s):** Staff recommends approval of this ordinance amendment with the primary benefit of enhanced flood hazard protection.

**Summary:** At the June 25, 2009 Council requested two additional revisions to the proposed ordinance including:

- (1) Explicitly stating that the subject ordinance applies to both public and private projects, and
- (2) Proposed street and public utility encroachments in the Floodway shall be exempted from the requirement of a variance from the Zoning Board of Adjustments (ZBA) provided that an engineering report demonstrates that the encroachments shall not result in any increase in water surface elevation or flood hazard. Note that all requirements associated with an encroachment into the FEMA Special Flood Hazard Area would apply as well.

The following further summarizes the ordinance amendment proposal as presented in the June 25<sup>th</sup> City Council Meeting:

- (1) To restrict the following activities that would have an adverse impact on the FEMA Special Flood Hazard Area:
  - a. increased flood elevation,
  - b. increased Special Flood Hazard Area,
  - c. decreased conveyance capacity,
  - d. decreased storage volume, and
  - e. increased velocities;
- (2) To exempt the above restrictions:
  - a. Where the adverse impact is wholly contained:
    1. on the subject property,
    2. on a property where its owner joins the associated development permit application which causes, quantifies, and outlines the adverse impact,
    3. within a Private Drainage Easement which is specified to be privately owned and maintained, and is recorded at the Brazos County Court House, or
    4. within the Public Right-of-Way;

- b. For tracts platted prior to the effective date. So, subsequent Site Plans, Development Permits, and Building Permits on grandfathered tracts would be exempt from these proposed amendments.
- (3) To require that approved mitigation such as excavation, must be properly approved and occur prior to any approved encroachment or fill is placed in the construction sequencing.
  - (4) To require an Engineer's Certification of Compaction of fill in accordance with FEMA Technical Bulletin 10-01 for proposed fill activities encroaching into the FEMA Special Flood Hazard Area or the Ultimate Base Floodplain area;
  - (5) To quantify that Conditional Letters of Map are required for modification of any watercourse where total of 300 feet reach or more of channelization or closing within a culvert;
  - (6) To establish that the City Engineer is the Administrator of the Flood Hazard Ordinance.

Lastly, similar to one of the exemptions above, the effective date for this ordinance has a proposed 120 day effective date from adoption to further enable projects underway to not be influenced.

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

**Attachments:**

- 1. Ordinance
- 2. Stakeholder Minutes Summary

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

AN ORDINANCE AMENDING CHAPTER 13, "FLOOD HAZARD PROTECTION", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 13, "Flood Hazard Protection Ordinance", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A-G," attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective one hundred and twenty (120) days after its date of passage by the City Council, and as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

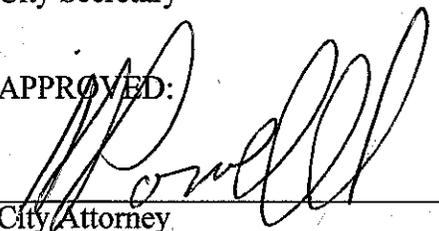
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That Chapter 13, "Flood Hazard Protection," Section 3, "General Provisions and Applicability" of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by deleting Subsection E.(4).

**EXHIBIT "B"**

That Chapter 13, "Flood Hazard Protection," Section 4-A, "Designation of Administrator" of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by deleting said section and substituting the following:

**"SECTION 4: ADMINISTRATION.**

**A. DESIGNATION OF ADMINISTRATOR**

The City Engineer shall be the Administrator to implement, administer, and oversee the provisions, terms, and conditions and requirements of this Chapter and shall maintain as his guideline for administration the purposes of this Chapter."

**EXHIBIT "C"**

That Chapter 13, "Flood Hazard Protection", Section 5-C, "Revision or Amendment of Flood Insurance Study", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by replacing, as set out hereafter to read as follows:

**C. REVISION OR AMENDMENT OR FLOOD INSURANCE STUDY**

Any revision or amendment to the Flood Insurance Study which is requested by a land owner in the City shall be submitted to the designated Administrator of the Stormwater Management Program in accordance with the requirements set forth in the Bryan/College Station Unified Design Guidelines, Standard Details, and Technical Specifications. All requests for map amendment or map revision must be approved by the Administrator in writing prior to their submission to FEMA. If a modification of any watercourse is involved where a total of 300 feet reach or more is channelized or closed within a culvert, an effective Conditional Letter of Map Amendment shall be on file with the Administrator prior to any development or issuance of a Development Permit. All submittals to FEMA shall be made at no cost to the City.

**EXHIBIT "D"**

That Chapter 13, "Flood Hazard Protection", Section 5-E, "Special Provisions for Areas of Special Flood Hazard", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by replacing Section 5-E, as set out hereafter to read as follows:

**"E. SPECIAL PROVISIONS FOR AREAS OF SPECIAL FLOOD HAZARD**

In all areas of Special Flood Hazard the following requirements shall apply to all public and private developments:

- (1) All new construction, any substantial improvement to a structure, and appurtenances shall be securely anchored to prevent flotation, collapse or lateral movement.

(Ordinance No. 2950 of January 11, 2007)

- (2) All new construction, any substantial improvement to a structure, and appurtenances shall be constructed in such a manner as to minimize flood damage and provide adequate drainage; and, all electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or located at least one foot above the Base Flood Elevation so as to prevent water from entering or accumulating within the components during conditions of flooding;"

(Ordinance No. 3133 of November 5, 2008)

- (3) New and replacement sanitary sewage systems, including but not limited to septic tanks and drain fields, package treatment plants, etc., shall be designed to minimize or eliminate infiltration of flood waters into the system and discharges from the system into flood waters;
- (4) New and replacement water supply systems including wells, treatment plants, distribution facilities, etc., shall be designed to prevent infiltration of flood waters into the system;
- (5) Solid or liquid waste disposal sites or systems shall be designed and located to avoid contamination from them during flooding and to avoid impairment of their operation during times of flooding;
- (6) All new construction or any substantial improvement of any residential structure shall have the lowest floor, including all utilities, ductwork and any basement, at an elevation at least one foot above the Base Flood Elevation. Certification that the applicable standards have been satisfied shall be submitted to the Administrator, said certification shall bear the dated seal and signature of a registered professional engineer or registered professional land surveyor on the form provided by the Administrator;
- (7) All new construction or any substantial improvement of any commercial, industrial, or other non-residential structure shall either have the lowest floor, including all utilities, ductwork and basements, elevated at least one foot above the Base Flood Elevation, or the structure with its attendant utility, ductwork, basement and sanitary facilities shall be flood-proofed so that the structure and utilities, ductwork, basement and sanitary facilities shall be watertight and impermeable to the intrusion of water in all areas below the Base Flood Elevation, and shall resist the structural loads and buoyancy effects from the hydrostatic and hydrodynamic conditions. Certification that the applicable standards have been satisfied shall bear the dated seal and signature of a registered professional engineer on the form provided by the Administrator;

- (8) For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are used solely for parking of vehicles, building access or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters;
- (9) In areas of special flood hazard where Base Flood Elevations have not been established, Base Flood Elevation data shall be generated for subdivision proposals and other proposed development, including manufactured home parks, which are greater than 50 lots or 5 acres, whichever is less.
- (10) In A1-30, AH, and AE Zones [or areas of special hazard], all recreational vehicles to be placed on a site must (i) be elevated and anchored; and (ii) be on the site for less than 180 consecutive days; and (iii) be fully licensed and highway ready.
- (11) (a) Any new construction, substantial improvement to a structure or fill that encroaches into the Special Flood Hazard Area shall be prohibited unless it can be demonstrated that same will have no adverse impacts as set forth below. Certification of this shall be required as approved by the Administrator based upon a submitted engineering report that includes hydrologic and hydraulic analysis which conform to the requirements of this Chapter and the Bryan/College Station Unified Design Guidelines, Standard Details, and Technical Specifications. All submitted information required herein shall bear the dated seal and signature of a registered professional engineer:
- (1) The engineering report shall demonstrate that such construction, improvement or fill creating the encroachment does not, at any time, cause any of the following upstream, within, near, adjacent, or downstream of such encroachment:
- a) An increase in the Base Flood Elevations. In the event that Base Flood Elevations are not known at the time of submitting the information required herein, Base Flood Elevations must be determined;
  - b) Creation of additional areas of Special Flood Hazard Area;
  - c) A loss of conveyance capacity to that part of the Special Flood Hazard Area that is not in the floodway and where the velocity of flow in the Base Flood event is greater than one foot per second. This area can also be approximated to be either areas within 100 feet of the boundary of the regulatory floodway or areas where the depth of from the BFE to natural ground is 18 inches or greater;
  - d) A loss of Base Flood water storage volume to the part of the Special Flood Hazard Area that is beyond the floodway and conveyance area where the velocity of flow in the Base Flood is equal to and less than one foot per second without acceptable compensation as set forth herein.

Acceptable compensation for the loss of storage volume requires a demonstration of cuts and fills, must be mitigated on-site and must demonstrate no net fill. In general, excavation within the Special Flood Hazard Area and below the Base Flood Elevation is the only acceptable method of mitigation of fill placed below the Base Flood Elevation in the Special Flood Hazard Area; and

- e) An increase in Base Flood velocities. In the event the Future Conditions Flood data is known at the time of submittal, then the Future Conditions modeling must be used in lieu of the Base Flood modeling.
- (2) In meeting the requirements set forth in 11(a)(1) above, if fill is proposed a Certification of Compaction of fill in accordance with FEMA Technical Bulletin 10-01 must be submitted.
- (3) The following are exempt from subparagraph (a)(1) above:
- (a) Lots where the adverse impacts are wholly contained:
    - 1. On the subject property or only impacting the subject property and other property with same ownership,
    - 2. On a property where its owner joins the associated development permit application which causes, quantifies, and outlines the adverse impact defined above,
    - 3. Within a Private Drainage Easement which is specified to be privately owned and maintained, and is recorded at the Brazos County Court House, or
    - 4. Within public Rights-of-Way provided other requirements for use and encroachments within public Rights-of-Way as set forth elsewhere in this Code of Ordinances are met; or
  - (b) Lots legally platted and recorded at Brazos County Court House prior to the adoption of this ordinance, unless such plat is subsequently replatted, vacated or otherwise altered. However, an amending plat does not remove this exemption.
- (12) For all new construction, substantial improvement to a structure, or fill located within Floodways, the following provisions apply in addition to the requirements of item (11) above:
- (1) A variance must be granted; However, proposed street and public utility encroachments shall be exempt from the requirement of a variance provided that provision (2) below is satisfied; and
  - (2) It must be demonstrated as certified by a professional engineer that such construction, improvement or fill encroaching the Floodway does not increase the Base Flood Elevation. Such certification shall bear the dated seal and signature of the professional engineer.
- (13) The following are exempt from both subparagraphs (11) and (12) above:
- (a) Customary and incidental routine grounds maintenance, landscaping and home gardening provided same (i) does not increase the Base Flood

Elevation; (ii) does not create Areas of Special Flood Hazard upstream, within, nearby or downstream; and (iii) does not require a building permit, zone change request, or variance from the provisions of the Zoning Ordinance;

- (b) Temporary emergency repairs deemed necessary for the preservation of life, health, or property provided a permanent repair be done as soon as practicable; and provided that to the maximum degree deemed reasonable and prudent by the City such repair is made and maintained so as to minimize increasing water surface elevation and to minimize the creation of additional Areas of Special Flood Hazards. Certification of this shall be required on a form provided by the Administrator based upon a submitted engineering report that includes hydrologic and hydraulic analysis, conforms to the requirements of this Chapter and the Bryan/College Station Unified Design Guidelines, Standard Details, and Technical Specifications, and bears the dated seal and signature of a registered professional engineer; and
  - (c) Temporary excavation for the purpose of maintaining or repairing any public street, public utility facility including service lines related thereto, or any other public infrastructure provided such area of excavation is returned as soon as practicable to its prior condition or better with respect to meeting the requirements set forth in this Section.
- (14) Approved mitigation such as excavation, must be properly approved and occur prior to any approved encroachment or fill is placed in the construction sequencing.

**EXHIBIT "E"**

That Chapter 13, "Flood Hazard Protection", Section 5-F, "Special Provisions for Manufactured Homes in Areas of Special Flood Hazard", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by replacing Section 5-F, as set out hereafter to read as follows:

**"F. SPECIAL PROVISIONS FOR MANUFACTURED HOMES IN AREAS OF SPECIAL FLOOD HAZARD**

The following provisions are required in all Areas of Special Flood Hazard:

- (1) No manufactured home shall be placed in a floodway;
- (2) All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement and shall meet the following requirements:
  - (a) over-the-top ties shall be provided at each of the four corners of the manufactured homes;
  - (b) on manufactured homes of 50 feet in length or less, one additional over-the-top tie shall be provided approximately at the mid point;
  - (c) on manufactured homes of over 50 feet in length, two additional over-the-top ties shall be provided at intermediate locations;
  - (d) frame ties shall be provided at each of the four corners of the manufactured home;
  - (e) on manufactured homes of 50 feet in length or less, four additional frame ties shall be provided at intermediate locations;
  - (f) on manufactured homes of over 50 feet in length, five additional frame ties shall be provided at intermediate locations;
  - (g) all components of the anchoring system for manufactured homes shall be capable of carrying a force of 4800 pounds without sustaining permanent damage.
- (3) For new manufactured home developments; expansions to existing manufactured home developments; existing manufactured home developments where repair, reconstruction, or improvement of the streets, utilities, or building pads exceeds half of the value of the streets, utilities, and building pads before such repair, reconstruction or improvement; and for manufactured homes not placed in a manufactured home development; a registered professional engineer or land surveyor shall certify that the following applicable standards have been satisfied in a manner approved by the Administrator and shall bear the dated seal and signature of such registered professional engineer or land surveyor:

- (a) That stands or lots shall be elevated on compacted fill or on pilings such that the lowest floor of the manufactured home will be one foot above the Base Flood Elevation and the elevation of the center of the stand shall be no more than one foot below the Base Flood Elevation.
- (b) adequate surface drainage and access for a hauler shall be provided.
- (c) if a manufactured home is elevated on pilings:
  - (i) lots shall be large enough to permit steps;
  - (ii) piling foundations shall be placed in stable soil no more than ten feet apart;
  - (iii) reinforcement shall be provided for pilings more than six feet above the existing or finished ground level."

**EXHIBIT "F"**

That Chapter 13, "Flood Hazard Protection", Section 5, "Special Provisions", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by deleting Section 5-G, "Special Provisions for Floodways" and by adding a new Section 5-G, "Special Provisions for Areas of Shallow Flooding" as set out hereafter to read as follows:

**"G. SPECIAL PROVISIONS FOR AREAS OF SHALLOW FLOODING**

Located within the Areas of Special Flood Hazard established in Section 5-B are areas designated as Areas of Shallow Flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the pathway of flood waters is indeterminate and unpredictable; therefore, the following provisions shall be required:

- (1) All new construction or any substantial improvement of any residential structure shall have the lowest floor, including basements, elevated at least one foot above the depth number specified on the community's FIRM.
- (2) All new construction or any substantial improvement of any commercial, industrial, or other non-residential structure shall:
  - (a) Have the lowest floor, including basements, elevated at least one foot above the depth number specified on the community's FIRM; or
  - (b) The structure with its attendant utility and sanitary facilities shall be floodproofed so that the structure and utility and sanitary facilities shall be watertight and impermeable to the intrusion of water in all areas below the Base Flood Elevation, and shall resist the structural loads and buoyancy effects from hydrostatic and hydrodynamic conditions. A registered professional engineer shall certify that this standard has been satisfied in a manner approved by the Administrator and shall bear the dated seal and signature of such registered professional engineer.
- (3) Adequate drainage paths to guide floodwaters around and away from proposed structures shall be provided for all proposed structures on slopes in Zones AH or AO."

**EXHIBIT "G"**

That Chapter 13, "Flood Hazard Protection", Section 5, "Special Provisions", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by deleting Section 5-H, "Special Provisions for Areas of Shallow Flooding".

**No Adverse Impacts Stakeholder Meeting**

**Monday, April 13, 2009**

**11:30 am**

**Staff present: City Engineer Alan Gibbs, Sr. Assistant City Engineer Carol Cotter, Graduate Civil Engineer Erika Bridges, Drainage Inspector Donnie Willis, Neighborhood Services Coordinator Barbara Moore, Director of Capital Projects Chuck Gilman, Greenways Program Manager Venessa Garza, First Assistant City Attorney Mary Ann Powell, Staff Assistants Deborah Grace-Rosier, Brittany Caldwell, and Nicole Padilla**

**City Council Members present: John Crompton and David Ruesink**

**Stakeholders present: Veronica Morgan, Joel Mitchell, Chuck Ellison, Hunter Goodwin, Dale Browne, Fred Paine, Paul Kaspar, Steven Davis, Henry Wittner, Doris Watson, Parviz Vessali, Rebecca Riggs, Danielle Singh, James Batenhorst, Kent Laza, Jeremy Peters, Ani Dutta, Jesse Durden, Chris Harris, Kim Jacobs, Mike Davis, Chris Wilde, Brandon Hilbrich, Ralph Wurbs, Jeff Robertson, and Steve Duncan**

**Presentation by Alan Gibbs discussing primary intent of meeting to hear public feedback on No Adverse Impact draft ordinance as directed by City Council at their March 12<sup>th</sup> meeting. Mr. Gibbs discussed the five future floodplain initiatives that are under consideration: Speculative Fill Policy, Riparian Buffer/Setback, Increased Free-Board, Future Conditions Modeling, and Parallel Open Space between the creek and developments. Current floodplain management initiatives he mentioned as currently under way include: the Tree Preservation Ordinance, Application to FEMA to become CRS Community, the Greenways Master Plan, Drainage/Floodplain Management in the ETJ, Green College Station, Parks Acquisition/Dedication, the Stormwater Management Plan, the TPDES Committee membership, and FEMA Map Modernization.**

**To preface the discussion about the proposed ordinance, Mr. Gibbs stated that by definition No Adverse Impact seeks to go beyond federal and state minimum requirements and provide a higher level of protection for citizens and prevent increased flooding presently and in the future. He discussed the following changes which are proposed under the draft ordinance:**

- **Restrict activities in the Special Flood Hazard Area so that: Flood Elevation not increased, Special Flood Hazard Area not increased, Conveyance Capacity should not be decreased, Storage Volume should not be decreased, and Velocities should not be increased. Exemptions include if negative impacts are contained on subject property or within Public ROW and grandfathered for tracts platted prior to 120 days after passage of the ordinance.**
- **Prohibiting removal of trees and vegetation for mitigation of encroachments.**
- **Requirement of Engineer's Certification of Compaction in accordance with FEMA Technical Bulletin.**
- **Mitigation constructed prior to other proposed site improvements.**
- **Clarify that CLOMRs are required for 300-ft channel or culvert modification.**
- **Utilize Future Conditions Floodplain Model, if available, in lieu of BFEs for Elevation Certificates and Minimum Finished Floor Elevations.**
- **Defining what the Future Conditions elevation is and Mannings Roughness Coefficient.**
- **Clarify that the City Engineer is the Flood Ordinance Administrator.**

**Open forum:**

**Initial presentation brought about discussion regarding the wording of the draft ordinance amendment and future conditions.**

- 1. Comment regarding language used for grandfathered properties which were platted 120 days prior to passage of the ordinance.**

**Chuck Ellison suggested that the phrase "prior to" be removed from the draft ordinance if this really refers to tracts platted up to 120 days after the passage of the ordinance. Mr. Gibbs indicated that he would verify the language.**

- 2. Question about encroachment in Future Conditions models.**

**Veronica Morgan expressed concern about the way the draft ordinance is worded. Her understanding is that encroachment would not be permitted on property currently outside the Special Flood Hazard area but included in that area in the Future Conditions model. Mr. Gibbs clarified stating that floodplain encroachment would still be permitted, but would need to follow all ordinance requirements.**

3. Question if Future Conditions models would account for site specific or regional detention facilities.

Fred Paine questioned whether Future Conditions models without construction of flood detention structures accounted for site specific or regional detention.

Mr. Gibbs referenced a federal court ruling in which detention was left out of their definition of Future Conditions based on a regional mitigation effort. If there is only a “planned” regional detention facility, you cannot take credit through the model for detention until it is actually built.

4. Question regarding how Future Conditions model would be developed.

Rebecca Riggs asked how the City anticipated creating the Future Conditions models for all of the local watersheds.

Alan Gibbs responded that it would most likely be done by individual watershed or at least by tributary. He anticipates updating the hydrology for future conditions and using the existing HEC-RAS models. Ms. Morgan replied that hydrology and cross-sections would both need to be updated to reflect current and future conditions since so much development has occurred since they were developed.

Mr. Gibbs commented that the City may be able to OP more extensive studies where LOMRs are already being prepared and it wouldn't be much additional work to model the remaining tributary.

Mr. Gibbs also mentioned that despite our detention policies, flows within the channels continue to rise. Future Conditions modeling is a way to address some of this increased flow.

5. Concern that increasing floodplain in areas due to Future Conditions modeling, and not accounting for required detention on the site, would in effect be “double dipping.”

Fred Paine said that most site development requires detention, and it seems like “double dipping” to increase floodplain on sites but not account for detention. Mr. Gibbs responded that H&H modeling does not typically account for small commercial and residential detention and proposed Future Conditions modeling would be consistent with that practice.

Mr. Paine likened this concept to providing site detention under proposed conditions because it is a requirement, but modeling the site without

taking it into account because detention may not work. Mr. Gibbs indicated that the City is open to utilizing a more detailed model.

6. Concern that Future Conditions modeling for upstream properties would increase floodplain on unrelated sites downstream which would be “exaction” of property.

Chuck Ellison reiterated the concerns of Veronica Morgan and Fred Paine asking why floodplain would be increased in a fully developed model if post-development flows be equal to or less the pre-development flows. He went on to state that increasing the floodplain downstream to account for upstream development would be an illegal exaction of land.

Mr. Gibbs responded that in future conditions models, it would not make sense to account for the benefits of regional detention which is not yet built because it may not be built. Furthermore, not all properties require detention and take flows back to pre-development rates. Some properties lie in areas where detention is not required and it becomes a timing issue with the rapid conveyance.

7. Comment that ordinance language should be changed to utilize updated existing conditions rather than future conditions.

Veronica Morgan suggested that the language be changed in the ordinance to not include Future Conditions. She said that the ordinance could be reworded to reflect updated Existing Conditions and that would alleviate concerns about how a Future Conditions model should be built.

Mr. Gibbs stated that the intent at this point was to collect comments and possibly redraft the language. He also added that this method is being used in communities across the state and nation, so he is comfortable that it was not an exaction issue.

Mark Smith stated that the draft ordinance that was presented refers to Future Conditions, but the ordinance would be operating under Existing Conditions until the new model was adopted by Council. He said that there would be separate discussions later regarding Future Conditions design methodology. Mr. Smith indicated that this is only one part of the No Adverse Impacts Toolkit, but it would benefit the community and reduce flood risk.

8. Comment that new ordinance should not be adopted until Future Conditions model is complete.

Chuck Ellison suggested that it may be better to amend the Flood Hazard ordinance later after there the Future Conditions model is complete.

Mr. Smith agreed and reiterated that the Future Conditions model design would be debated in the future and the ordinance would operate under the Existing Conditions model.

Mr. Gibbs also agreed that the Future Conditions should probably be removed from the Flood Ordinance until the model is ready.

9. Comment about use of Future Conditions model in other cities.

Veronica Morgan stated that Future Conditions models in other cities are used as a basis for raising the BFE, etc. but do not preclude development in the floodplain.

Mark Smith agreed and stated that the City has used a similar approach as Future Conditions in the past with excess freeboard requirements. He said he could also see using the Future Conditions model in bridge and culvert design.

Alan Gibbs mentioned that the City of Plano is an example of a city with a more stringent ordinance. They require that all Future Conditions floodplain areas be dedicated to the City, which is more aggressive than what is being proposed by the City of College Station. He also stated that the City had considered proposing that developers to provide Future Conditions models for the entire basin when a LOMR is being done, but ultimately felt that it was too onerous.

10. Question about permitting removal of vegetation in a case where channel improvements and mitigation are proposed.

Veronica Morgan proposed a scenario where a development is proposing a floodplain encroachment but mitigating with upper bank improvements (above the high water mark) and some additional storage volume. As the ordinance reads, Ms. Morgan feels that this would be allowed although she would be removing some vegetation.

Mr. Gibbs stated the ordinance was trying to keep people from clear-cutting trees only as means to drop the n-value as their sole form of mitigation. He suggested that language be included in the ordinance to allow channel improvements and also stated that the ordinance was not actually prohibiting trees from being removed.

Fred Paine mentioned that he submitted a LOMR and FEMA told him reduce the "n" value to reflect the existing conditions on the site. Mr. responded that a separate model could be submitted to the City in which n-values were not reduced.

Ms. Morgan questioned how a bridge crossing and associated channel improvements could be accomplished without removing trees. Mark Smith responded that removing vegetation would be fine in that case because you aren't removing the vegetation for the purpose of lowering the n-value. Mr. Smith stated that this regulation would go beyond FEMA requirements. The City wants to achieve Zero Rise, but does not want to sacrifice vegetation to do it. He said there are two objectives: to not increase flood rise and less removal of vegetation in greenbelts in College Station. Both objectives are related, but not necessarily hard-wired together. Some trees will have to be removed when doing channel improvements.

Fred Paine suggested that some sort of "Tree Protection Line" be required that would prevent removal of trees beyond a certain point.

Mr. Gibbs clarified that this was not intended as a complete Tree Ordinance, but currently there was a Tree Ordinance being drafted. He added that there was language included in the ordinance that would exempt rise occurring in the right-of-way.

Joel Mitchell commented that the language in the ordinance regarding removal of vegetation to lower n-values was written backwards. He feels that Zero Rise cannot be achieved without channel improvements, but channel improvements cannot occur without removal of vegetation.

Mr. Gibbs agreed that the language needed to be clearer in establishing the difference between removals of vegetation for channel improvements and clear-cutting to reduce n-values. Mr. Mitchell offered to aide in revising this language.

There seemed to be a consensus that some sort of riparian buffer (either including the entire floodplain or 50-ft off of the centerline of the creek) may be the best option.

11. Question concerning where LOMR would be required.

Mike Davis questioned when conditional LOMRs would be required and if this applies to any channel or waterway upstream.

Alan Gibbs responded that currently Conditional LOMRs are only required when a watercourse is modified and only applies to FEMA Special Flood Hazard areas.

A suggestion was made that more specific wording be added to the ordinance as to where this would be required. Mr. Gibbs stated that this

should only apply to Special Flood Hazard areas that should be applied to the entire section of the ordinance without adding additional verbage.

Fred Paine asked if the ordinance would apply to areas that are waterways but not currently considered FEMA Special Flood Hazard zones or haven't been studied. Mr. Gibbs said that the ordinance would not apply to those areas as drafted.

12. Concern that incidental effects may occur on adjacent property when altering floodplain.

Mike Davis raised the concern that any changes made to the floodplain on one property would cause some sort of effect (i.e. increased velocity or rise) on an adjacent property. What effects on an adjacent property would be permitted?

Mr. Gibbs responded that FEMA considers Zero Rise as a 0.02-foot or less rise (since it rounds to zero). The way the language in the ordinance is drafted, the City would be able to use FEMA's interpretation of Zero Rise.

13. Concern that adjacent property owner may not want to plat in order to allow improvements on their site.

Veronica Morgan stated that the language to allow purchase or easement on an adjacent property owner's land was not included in the ordinance. She expressed concern that she would have a hard time proceeding with development if she had to get adjacent property owners to plat as well. Could an easement or something be permitted on the adjacent property?

Mr. Gibbs stated that language may be able to be added to allow the adjacent property owner to be a co-applicant without triggering the platting requirement. Ultimately, the items that trigger platting would be a legal and planning issue.

Mark Smith commented that if easements were granted, it would be preferred that they were granted between property owners rather than from a property owner to the City. Ms. Morgan concurred.

14. Concern about the equitability of the ordinance.

Hunter Goodwin commented that the City is the primary developer within the floodplain but would not have to follow the constraints of the Flood Hazard and Tree Ordinances. He added that it would be costly for a developer to remove trees in the floodplain and mitigate, but the City would not incur costs for doing the same.

**Alan Gibbs responded that the City would have to follow the same regulations as the development community. Mark Smith added that the City may have to look at transferring money into the Greenways Fund or something similar to mitigate for its development in the floodplain.**

**Meeting closed 2:00pm.**

**Enclosures (2)**

**July 9, 2009**  
**Regular Agenda Item No. 3**  
**Hike & Bike Trail Completion**  
**Professional Services Contract and a**  
**Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds From Debt**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion concerning a resolution awarding the professional services contract (Contract No. 09-241) with Bury + Partners, Inc. in the amount not to exceed \$112,133 for engineering design services for the Hike & Bike Trail Completion Project (ST-0904) and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation(s):** Staff recommends Council approval of the resolution and award of the professional services contract to Bury+Partners, Inc and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** The Hike & Bike Trail Completion Project was part of the 2008 bond authorization to implement projects identified by the Hike & Bike Task Force and adopted by Council on November 23, 2004. The high priority project identified for completion is a portion of Bee Creek Greenway Trail along the north side of the FM 2818 corridor from Welsh Ave. to Texas Ave. This project is also identified on the Bikeway and Pedestrian Master Plan.

Staff recommends award for professional services to begin design of this facility. This project aims to create and increase safe and convenient multi-modal transportation options within the City. The greenway trail will connect key destinations including A&M Consolidated High School, Bee Creek Park as well as residential and commercial property along this corridor. It will also connect to improvements underway along Longmire, including intersection improvements at FM 2818 and the bridge crossing Bee Creek, which will further increase multi-modal connectivity throughout the city. This also provides the opportunity to address concerns from students at A&M Consolidated who spoke at the May 18<sup>th</sup> City council meeting in need for a place to walk and bike along this corridor.

**Budget & Financial Summary:** This project is funded from the 2008 Bond Authorization in the amount of \$1,000,000. Funds in the amount of \$333,000 have been appropriated this fiscal year for the design of the trail. \$1,302.80 have been expended or committed to date, leaving a balance of \$331,697.20 for this contract award and other FY09 expenses. The balance of the budget will be appropriated in future fiscal years. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. The debt for the project is scheduled to be issued later this fiscal year and future fiscal years.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map
- 3.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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 HIKE AND BIKE TRAIL COMPLETION PROJECT (ST0904).**

WHEREAS, the City of College Station, Texas, solicited proposals for the engineering services; and

WHEREAS, the selection of Bury + Partners, Inc. is being recommended as the most highly qualified provider of the engineering 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 Bury + Partners, Inc. is the most highly qualified provider of the services for the Hike and Bike Trail Completion Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Bury + Partners, Inc. for an amount not to exceed \$112,133.00 for the engineering services related to the Hike and Bike Trail Completion Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Projects Fund in the amount of \$112,133.00.

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

ADOPTED this 9 day of July, A.D. 2009.

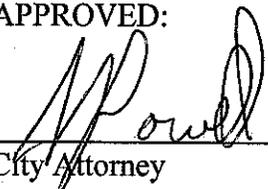
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$1,000,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 9th DAY OF July, 2009.

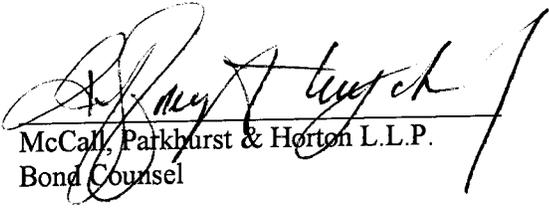
\_\_\_\_\_  
Ben White, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

(Seal)

APPROVED:



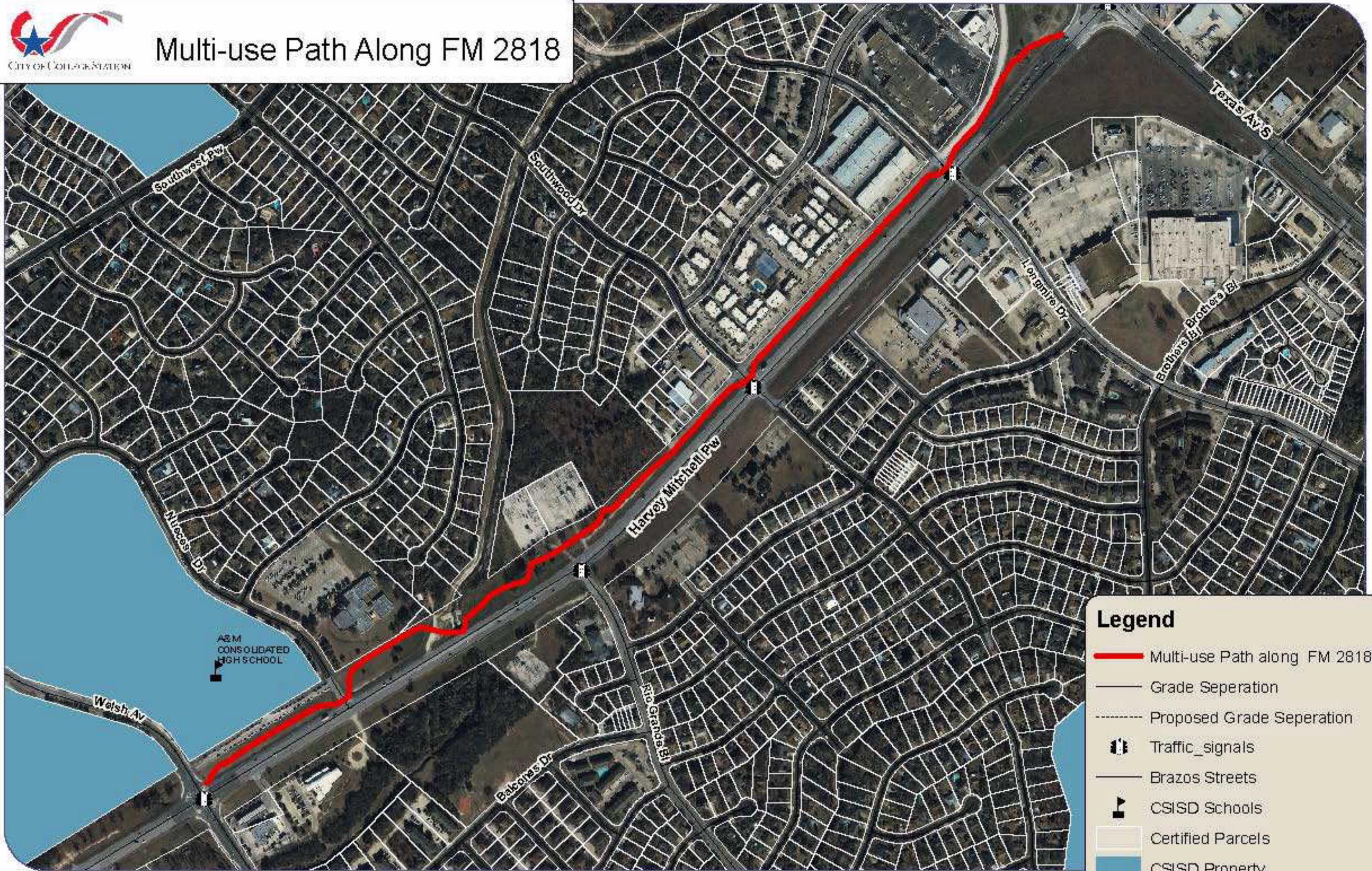
McCull, Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Hike and Bike Trail Completion

# Multi-use Path Along FM 2818



### Legend

- Multi-use Path along FM 2818
- Grade Separation
- - - Proposed Grade Separation
-  Traffic signals
- Brazos Streets
-  CSISD Schools
-  Certified Parcels
-  CSISD Property

**July 9, 2009**  
**Regular Agenda Item No. 4**  
**Annual Review of the Unified Development Ordinance**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding the annual review of the Unified Development Ordinance (UDO), including recent UDO amendments, proposed amendments, and requested amendments.

**Recommendation(s):** The Planning & Zoning Commission recommends that staff-identified and developer-requested code amendments be pursued.

**Summary:** The annual review of the Unified Development Ordinance is required by the ordinance to provide for an on-going effort to keep the development codes of the City of College Station current and relevant. The UDO also calls for an annual review of the Comprehensive Plan, which was recently completed through the consideration and adoption of the Comprehensive Plan update on May 28, 2009.

The last annual review was considered by City Council on June 12, 2008. A list of amendments to the UDO since that time, along with pending amendments, staff-proposed amendments, and developer-requested amendments, is included as an attachment. A second attachment describes the type of code amendments that will be necessary to help reach the goals of the newly adopted Comprehensive Plan.

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

**Attachments:**

1. 2009 Annual Review of the Unified Development Ordinance
2. Implementation of the Comprehensive Plan Through the Unified Development Ordinance
3. Planning & Zoning Commission minutes from June 4, 2009

**2009 ANNUAL REVIEW  
OF THE  
UNIFIED DEVELOPMENT ORDINANCE**

**Approved Amendments to the UDO since June 12, 2008**

1. Design Review Board Membership (August 6, 2008)  
Article 2 Development Review Bodies was amended to provide flexibility in Design Review Board member positions. Those with architectural and landscape architectural experience and/or education can now fulfill the roles of “architect” and “landscape architect” (respectively) on the Board. Also, the position with a design district connection has been expanded to allow the services of business owners within a design district.
2. Historic Preservation Enabling Ordinance (September 11, 2008)  
Articles 2 Development Review Bodies, 3 Development Review Procedures, 4 Zoning Districts, 5 District Purpose Statements and Supplemental Standards, 10 Enforcement, and 11 Definitions were amended to create a Historic Preservation Overlay Zoning District that may be used to preserve historically significant sites and areas in the City. Included in this amendment was the creation of a Landmark Commission and the processes involved to receive Certificates of Appropriateness and Certificates of Demolition.
3. Traffic Impact Analysis (October 23, 2008)  
Article 7 General Development Standards was amended to require traffic impact analyses for all rezoning and site plan proposals projected to exceed 150 vehicle trips in the peak hour. It established the trip generation rates that are used for rezoning requests, identified what is required in the TIA, specified how the TIA is analyzed, and how traffic impacts are mitigated.
4. Master Plans and ETJ Issues in the UDO and Subdivision Regulations (November 5, 2008)  
The Subdivision Regulations and the Unified Development Ordinance were amended to remove master plans and amend standards relating to the Extraterritorial Jurisdiction, including the minimum lot size, minimum lot width, and allowable street design.
5. Parkland Dedication in the Subdivision Regulations (December 11, 2008)  
The Subdivision Regulations and Code of Ordinances were amended to update the Parkland Dedication Ordinance. Included in these amendments were new dedication requirements and fees and the addition of provisions for community parks.
6. Subdivision Regulations into the UDO (December 16, 2008)  
The provisions of the Subdivision Regulations were moved into the UDO and deleted as a separate chapter in the Code of Ordinances. Procedural changes to the regulations (such as the requirement of title reports to subdivide and the alignment of permit timeframes with the TEXAS LOCAL GOVERNMENT CODE) were also made at this time.
7. Detention Pond Aesthetics (January 22, 2009)  
Article 7 General Development Standards was amended to remove detention pond screening requirements, provide alternatives to existing material and design options to support green development, and add regulations regarding exposed concrete involved in storm water management facilities.

8. Alcohol Sales in Wolf Pen Creek and Residential Northgate (March 26, 2009)  
Articles 6 Use Regulations and 11 Definitions were amended to make retail sales of alcohol, nightclub, and tavern uses subject to Conditional Use Permits in the Wolf Pen Creek (WPC) zoning district (with the exception sales on City-owned premises), and to prohibit the retail sale of alcohol in the Residential Northgate (NG-3) zoning district.
9. Sign Ordinance (May 18, 2009)  
Articles 7 Development Standards and 11 Definitions were amended to allow signage for real estate related events and to allow government facilities located on agricultural- or residentially-zoned property to have attached signage.

### **Pending Amendments to the UDO**

10. Tree Preservation  
With direction from City Council on January 10, 2008, a toolkit of tree preservation measures has been explored, three public meetings have been held to gather input, and Staff has presented information regarding options for the amendment four times to City Council. At a public hearing on the matter on May 18, 2009, Council provided direction that they wish to consider an ordinance amendment that would protect trees in riparian areas, require at least two trees per new single family lot, allow more credit for preserved trees (excluding sensitive post oaks) on developing sites, and provide credit for landscape plans prepared by landscape architects or similar professionals.
11. Phase II of the Subdivision Regulations update  
The first phase of the update to the Subdivision Regulations was to align them with the requirements of the TEXAS LOCAL GOVERNMENT CODE and to integrate them into the Unified Development Ordinance. The second phase will be to update the regulations, which have not been considered comprehensively for update since their inception in the 1970s. Phase Three will eventually align the subdivision regulations with the goals of the newly-adopted Comprehensive Plan.
12. Enhanced development standards for dense, small-lot single family residential development  
The Strong and Sustainable Neighborhoods Implementation Program included an action statement, to begin in 2009, to develop higher development standards for single family developments susceptible to conversion to rental units. These were to include items such as no parking zones concurrent upon recording of plats, designated overflow parking areas, mandatory alleys, off-street parking tied to number of bedrooms, and maximum lot coverage. These standards could be lessened or waived if the development was subjected to a zoning prohibition against two or more unrelated individuals residing in the homes.
13. Parking Lot Berms  
After a presentation by Staff to Council on the implementation of non-residential architectural standards, Staff received direction to develop additional requirements for the use of berms for parking lot screening. The proposed ordinance amendments are intended to modify the requirements for parking lot screening required in conjunction with the Non-Residential Architectural Standards.
14. Northgate Ordinance  
Staff will be scheduled to discuss Northgate regulations with City Council at an upcoming workshop.

## **Staff-Identified Amendments to the UDO**

### **15. Temporary leasing offices for multi-family**

On several occasions, temporary leasing offices have been requested for multi-family developments on unplatted properties that are part of planned development projects, but not on the apartment communities' land. An amendment would codify the interpretation staff has made to allow for such temporary uses.

### **16. Expansion of architectural features for Non-Residential Architectural Standards**

The Non-Residential Architectural Standards have been in place for almost five years. Staff has noticed that many of the same architectural elements are being utilized to meet the requirements of this code. While the list of architectural features in the ordinance was not intended to be all-inclusive, to propose something other than what is on the list requires another level of review that many building designers or developers choose not to pursue. Staff would like to increase the number of architectural elements on the list to provide more options by right.

### **17. Permanent storage container area screening**

As more businesses explore storage containers as permanent solutions to their inventory space needs, Staff has realized that some flexibility in the screening requirements would be beneficial. Planning would like to amend the portable storage structures regulations to adjust screening requirements when visibility of the permanent container area is limited.

### **18. UDO amendments related to the new Comprehensive Plan**

A number of amendments will be necessary to implement the vision of a newly adopted Comprehensive Plan. A preliminary list of needed amendments related to this are presented in the attachment "Implementation of the Comprehensive Plan Through the Unified Development Ordinance".

## **Developer-Requested Amendments to the UDO**

### **19. Signage in Wolf Pen Creek/Signage for Mixed Use Projects**

Commercial signage in Wolf Pen Creek is required to meet the standard requirements of commercial signage in College Station. When a sign has done this, the Design Review Board determines if it meets the design requirements associated specifically with the Wolf Pen Creek district (such as compatibility with the district and integration into building architecture). Signage for mixed use projects is not addressed in the ordinance. The developer of the Lofts at Wolf Pen Creek has proposed a sign package that in some ways does not fit within the regulations of the UDO, and in other ways does fit within the UDO but is not in compliance. He is requesting that in addition to attached and freestanding signs, banners that project away from the building to be allowed on a permanent basis.

Currently, Staff has interpreted the ordinance to allow mixed-use buildings to utilize a mixture of signage. Clarity in sign regulations for mixed uses would be beneficial; but Planning has concerns with proposals that would promote the use of quickly-degrading banner material on a permanent basis and the proliferation of signage.

### **20. Outdoor Display**

Outdoor display of items for sale is allowed between the wall of a retail building and five feet from the wall. The developer of Lowe's has proposed that instead of outdoor display areas being limited in this manner, that the square feet of display area allowed by such a regulation be able to be configured as the retailer wishes.

Staff agrees that some flexibility could be allowed through the ordinance, but still feels some limitations should be in place to regulate the number and expanse of such display areas.

#### 21. Hotel/Motel as an Acceptable Use with a Country Club

Pebble Creek Country Club is exploring the possibility of a freestanding building on their site that would provide lodging. The integrated use of a few suites into the clubhouse could be considered an accessory use, but a separate commercial facility sharing the site goes beyond on the allowances given for an accessory use. These type of facilities are not uncommon with resorts/some country clubs, but it would stretch the limits of the current ordinance to allow for the facility. The use could currently be pursued through a PDD rezoning and concept plan. If desired, the ordinance could be amended to allow the use by right or through the conditional use process.

Staff believes that neighborhoods and surrounding property owners should be informed of such changes and given an opportunity to speak to the City Council through a public hearing before such a use could develop. The conditional use permit process would allow Council (with the recommendation of the P&Z) to decide if such a use were appropriate on a property and if any mitigating efforts would be necessary. This could also be done through a rezoning for a Planned Development District, but a rezoning would be more complex than necessary if the desire is to only address the appropriateness and impact of one use on the site.

#### 22. Recreational vehicle (RV) parks

Currently, new RV parks may not develop in the City. The owner of Holiday Park, a manufactured home and RV park at the corner of Harvey Mitchell Parkway and Dowling Road, has requested an amendment to allow RV parks by right within the City limits (the use at this location was annexed in to the City). The use could currently be pursued through a PDD rezoning and concept plan. If desired, the ordinance could be amended to allow the use by right with supplemental standards such as maximum density, setbacks, required buffering, and off-street parking.

Regulations regarding RV parks were discussed when the UDO was originally under consideration, but City Council did not support the use in the adopted UDO. An amendment for RV parks was also requested as part of the 2005 Annual Review, but Staff was not given direction to pursue the amendment.

## **IMPLEMENTATION OF THE COMPREHENSIVE PLAN THROUGH THE UNIFIED DEVELOPMENT ORDINANCE**

The College Station Comprehensive Plan: 2009-2029 is a statement of the community's vision for the future and provides strategic direction to guide change, providing for growth with a high quality of life. Where the Comprehensive Plan is the guiding policy document for decisions made of behalf of the community, the Unified Development Ordinance is the regulatory document used to help implement the vision.

Over the next two years, Staff will be researching ordinances, gathering stakeholder input, and drafting ordinance amendments to reach several of the goals of the adopted Comprehensive Plan. Amendments will be necessary to carry out several of the employed strategies that are to meet community goals. These amendments fall into five main categories as described below.

### ***1. Zoning districts and their dimensional standards***

The new Comprehensive Plan partially shifts the land use paradigm for College Station. Land use designations shift from being density/intensity-centered to focusing on density, intensity, and form. As such, some of the zoning districts created to implement old land use designations will no longer be the most relevant tools for the implementation of a new plan. An evaluation of the existing zoning options and their standards will need to take place and appropriate amendments developed, including those for new zoning districts, to realize several goals of the Comprehensive Plan. This will be one of the more complex—but most effective—ways to implement the Plan.

### ***2. Context Sensitive Solutions/Context Sensitive Design***

As land uses begin to be evaluated in a new way with a new plan, so does the transportation system that supports the emerging pattern. Transportation facilities will still be planned based upon need and with effective routing, but the Comprehensive Plan takes the planning of facilities beyond engineering to add a value-based component. Context Sensitive Design will be incorporated into the UDO's subdivision regulations (and the related B/CS Unified Design Guidelines) to provide multi-modal transportation system designs that will be employed based upon the context through which the facilities will move. For developed areas that will be retrofitted with transportation facilities or have their facilities expanded or upgraded, code amendments will prescribe a Context Sensitive Solutions process to develop the design appropriate for each unique area.

### ***3. Subdivision regulations***

Recently, the City's subdivision regulations have been updated to reflect procedural changes and state code requirements, and have been integrated into the Unified Development Ordinance. Amendments are currently being drafted to modernize the code. Now that a new Comprehensive Plan is adopted, changes will be proposed to align urban design and design standards (including infrastructure design through the B/CS Unified Design Guidelines) with the vision for College Station. Context Sensitive Design will be integrated into subdivision design, but identification of efforts related to this element stands on its own in this document to highlight its significance in the way the citizens, the City, and design will interact.

#### **4. *General development standards***

General development standards are those that are considered the minimum necessary to ensure the community's health, welfare, morals, and safety. These include regulations such as the prohibition of dust coming from a property, the installation of landscaping, the aesthetic design of commercial buildings, and the spacing of driveways. The physical development of the city has a tremendous impact on the perception of the community, and the regulation of site design elements is the most precise tool to affect the built environment. Current regulations will need to be evaluated and new ones explored to provide standards that will help to fulfill the adopted goals of the community.

#### **5. *Future amendments***

The Comprehensive Plan has several action items identifying a need to amend the Unified Development Ordinance, but not all amendments should be immediately pursued. In some instances, existing codes have not been significantly tested to warrant immediate evaluation. Some codes should not be explored until after a small area planning process determines their need. Actions calling for amendments such as these will need to be reviewed on a routine basis to evaluate if and when they should be employed.



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, June 4, 2009,**  
**7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** John Nichols, Noel Bauman, Paul Greer, Doug Slack, Winnie Garner, and Hugh Stearns

**COMMISSIONERS ABSENT:** Thomas Woodfin

**CITY COUNCIL MEMBERS PRESENT:** James Massey

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Jason Schubert and Matthew Hilgemeier, City Engineer Alan Gibbs, Transportation Planning Coordinator Joe Guerra, Planning Administrator Molly Hitchcock, Director Bob Cowell, Assistant Director Lance Simms, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh, and Staff Assistant Brittany Caldwell

**Regular Agenda**

1. Public hearing, presentation, possible action, and discussion regarding the annual review of the Unified Development Ordinance. **Case #09-00500076 (BC)**

Director Cowell gave a presentation regarding the annual review of the Unified Development Ordinance. He reviewed the approved amendments since June 12, 2008, pending amendments, staff-identified amendments, and developer-requested amendments. He also discussed the implementation of the Comprehensive Plan through the Unified Development Ordinance.

The staff-identified amendments consisted of temporary leasing offices for multi-family developments, expansion of architectural features for Non-Residential Architectural Standards, permanent storage container area screening, and UDO amendments related to the new Comprehensive Plan.

The developer-requested amendments consisted of signage in Wolf Pen Creek-signage for mixed use projects, outdoor displays, hotel/motel as an acceptable use with a country club, and recreational vehicle (RV) parks.

Chairman Nichols opened the public hearing.

Dwayne Blackman, Lowes, said that the expanded list of architectural features would help and provide more flexibility. He also stated that there is no flexibility in the current outdoor display ordinance.

Donald Jones, Holiday RV Park, stated that the RV park is very well maintained and they are looking at expanding.

Chairman Nichols closed the public hearing.

Commissioner Garner stated that outdoor displays need to have a permanent location.

There was general consensus from the Commission that the amendments should be considered.

**July 9, 2009**  
**Regular Agenda Item No. 5**  
**CSISD Interlocal Agreement for Joint Use of Facilities**  
**for Parks and Recreation Department Recreation Programs**

**To:** Glenn Brown, City Manager

**From:** Marco A. Cisneros, Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion to approve an Interlocal Agreement (ILA) for Joint Use of Facilities for Parks and Recreation Department Recreation Programs between the City of College Station and the College Station Independent School District (CSISD).

**Recommendation(s):** The Parks and Recreation Advisory Board and Staff recommend approval of the Interlocal Agreement for Joint Use of Facilities with CSISD.

**Summary:** The City and CSISD have had numerous Interlocal Agreements in place over many years for various City and CSISD recreation and education programs. One of those agreements is for the joint use of facilities between the two entities. This proposed Interlocal Agreement will consolidate many of those separate agreements into one document. The current agreement was last renewed in 1999. This new agreement will also include exhibits related to the operations of the Kids Klub, Natatorium and XTRA Education Programs. The use of this agreement allows both entities to provide services and programs for their customers in a cost effective manner for all parties.

The Parks and Recreation Advisory Board reviewed and considered this ILA at their June 9, 2009 regular board meeting. They voted unanimously to recommend that the City Council approve this ILA.

**Budget & Financial Summary:** The impact to the Parks and Recreation Department operations budget for the next fiscal year will be dependent upon the actual use involved of the joint use facilities. There are no changes in the programming of City recreation programs anticipated at this time with relation to this ILA.

**Attachments:**

1. Interlocal Agreement for Joint Use of Facilities
2. Minutes – Parks and Recreation Advisory Board June 9, 2009
3. ILA Program Sites

**INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES  
FOR PARKS AND RECREATION DEPARTMENT RECREATION PROGRAMS  
BETWEEN COLLEGE STATION INDEPENDENT SCHOOL DISTRICT  
AND  
THE CITY OF COLLEGE STATION, TEXAS**

**THIS AGREEMENT** is made and entered into by and between COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "**CSISD**"), and the CITY OF COLLEGE STATION, TEXAS (hereinafter referred to as the "**City**"), a Texas Home Rule Municipal Corporation. (CSISD and the City may be referred to hereinafter either individually as the "Party" or "Agency" or collectively as the "**Parties**" or the "**Agencies**".)

**WHEREAS**, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, (the "**Act**"), authorizes all local governments to contract with each other to provide a governmental function or service that each Party to the contract is authorized to perform individually and in which the contracting Parties are mutually interested, such as administrative functions, planning, parks and recreation and engineering; and

**WHEREAS**, the City is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER; and

**WHEREAS**, CSISD is an independent school district and is authorized to enter into this Agreement pursuant to the approval of its board of trustees; and

**WHEREAS**, the City and CSISD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, the governing bodies of the City and CSISD are mutually interested in providing high quality programs for education and recreation activities (herein referred to as "**Programs**") for the citizens of College Station in a cost-effective manner; and

**WHEREAS**, full cooperation between the City and CSISD is necessary to achieve the best services for the citizens of College Station in a cost effective manner; and

**WHEREAS**, the authority to administer this Agreement may be delegated by the City and CSISD to the City Manager and the Superintendent or their designees;

**NOW THEREFORE**, the City and CSISD herein enter into this Agreement pursuant to the above-named Act to authorize their representatives to cooperate by allowing the joint use of areas and facilities (herein referred to collectively as "**Facilities**") under the following terms and conditions:

**A. Obligations of Each Agency for Use of Facilities.**

1. CSISD will identify school Facilities which are suitable for the Programs, and subject to the joint agreement of the Parties, make those Facilities available to the City for community Programs.
2. The City will identify Facilities which are suitable for the Programs, and subject to the joint agreement of the Parties, make those Facilities available to CSISD for community Programs.

3. All established Facility rules and regulations will apply to users from both Agencies. Subject to any specific cost-sharing provisions set forth in this Agreement, additional costs for personnel, equipment or supplies that may be required for a Program will be arranged in advance by the Agency using the Facility for such Program by contacting the Facility manager of the Agency which owns such Facility. Costs associated with the Program will be the responsibility of the Agency using the Facility for the Program.
4. Each Agency shall be responsible for the maintenance, utilities and reasonable janitorial services for their own Facilities regardless of which Agency uses the Facility except as otherwise provided herein. The Agency using the Facility shall be responsible for reasonable care and protection of the Facility and equipment provided for its Programs as well as for any damages that may occur as a result of these Programs, except for normal wear and tear.
5. Each Agency will submit to the other Agency no later than December 1 of each year, a schedule of proposed dates for the use of the Facilities for the next following calendar year. Each Agency will have first priority for use of their respective Facilities. The second priority for use will be granted to the other Agency. All other groups will have subsequent priority; provided however, that an Agency may cancel the use of its Facilities upon written notice to the other Agency no later than six (6) months prior to the beginning of the school semester for which the cancellation is contemplated.
6. Both Agencies shall cooperate to make information about their respective Programs and Facilities available to the citizens of the community.
7. Each Agency agrees to pay for the services and functions to which they are obligated under this Agreement from current revenues.

**B. Potential Joint Acquisition of Property and Development of Facilities.**

1. Both Agencies agree that with respect to future land acquisitions for parks or school sites each Agency will make a reasonable effort to jointly discuss community needs to foster potential cooperative school/city developments. Final determination for a particular site rests with the purchasing Agency.

**C. Obligations for Joint Operation of Specific Facilities and Programs.**

1. Both Agencies agree that joint operation of the Kids Klub after school care program is a mutual benefit to the citizens of College Station. Specific operational information and details are contained in the operational guidelines attached to this agreement as **EXHIBIT "A"**. **EXHIBIT "A"** is incorporated herein by reference.
2. Both Agencies agree that the joint operation of the CSISD Natatorium is of mutual benefit to the citizens of College Station. Specific operational information and details are contained in the operational guidelines attached to this agreement as **EXHIBIT "B"**. **EXHIBIT "B"** is incorporated herein by reference.
3. Both Agencies agree that the joint operation of the XTRA Education (community education) program is a mutual benefit to the citizens of College Station. Specific operational information and details are contained in the operational guidelines attached to this agreement as **EXHIBIT "C"**. **EXHIBIT "C"** is incorporated herein by reference.

**D. Terms of Agreement.**

1. The term of this Agreement shall be one (1) year commencing on the date upon which the Agreement is approved by both parties. Thereafter, this agreement shall be automatically renewed for successive one year terms up to a maximum of an additional nine (9) years unless terminated earlier by either Party giving the other 60 days advance written notice.
2. This Agreement may be terminated at any time and for any reason without liability by either Party upon written notice as provided herein not later than six (6) months prior to the beginning of a school semester, and subject to the limitations herein.

**E. Hold Harmless**

**The City and CSISD each individually agree 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.**

The Parties understand and agree that each Party is a "Governmental Unit" as that term is defined in Section 101.001(3) of the Texas Civil Practice Code. The Parties further understand and agree that they are entitled to the, rights, protections and limitations which Title 5 of the Texas Civil Practice and Remedies Code provides for Governmental Units, including the protections and limitations afforded under Chapter 101 of the Texas Civil Practice and Remedies Code. The Parties agree to indemnify and hold the other Party and its officers, trustees, directors, employees, and agents harmless from claims, demands, causes of action, suits, damages, costs, and attorney fees, in favor of any third party, subject to the following: (a) the Party's obligation to indemnify extends only to those claims, demands, suits, causes of action, damages, costs, or attorney fees, which arise out of or are connected with their own acts or negligence; and (b) the Party's obligation to indemnify is subject to Title 5 of the Texas Civil Practice and Remedies Code. Notwithstanding anything which may be construed to the contrary herein, the Party's liability to indemnify will only exist to the extent and to the limits that it would itself otherwise be exposed to liability under Title 5 of the Texas Civil Practice and Remedies Code.

**F. 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.

**G. 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.

**College Station Independent School District**  
1812 Welsh  
College Station, Texas 77840  
Attn: Superintendent of Schools

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

**H. Entire Agreement**

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

**I. 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.

**J. Texas Law**

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

**K. Place of Performance**

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

**L. 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.

**M. 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 the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**N. Agreement Read**

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

**O. Assignment**

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

**P. 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.

**COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Charlotte Slack, Board President  
College Station Independent School District

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2009, by **Charlotte Slack**, in his capacity as **Board President of College Station Independent School District**, a political subdivision, on its behalf.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires on: \_\_\_\_\_

**CITY OF COLLEGE STATION**

Attest:

By: \_\_\_\_\_  
Mayor  
City of College Station

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

**APPROVED:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance and Strategic Planning Director

\_\_\_\_\_  
Date

**STATE OF TEXAS**

§  
§  
§

**ACKNOWLEDGMENT**

**COUNTY OF BRAZOS**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, 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

My Commission expires on: \_\_\_\_\_

**EXHIBIT "A"**  
**OPERATION OF KIDS KLUB**  
**AFTER SCHOOL CARE PROGRAM**

**AGENCY OBLIGATIONS**

The CSISD Superintendent and the City Manager, or their respective designees, shall each appoint a representative from their Agency to serve as a director of Kids Klub. The two directors shall be empowered to carry on the business of the Kids Klub program with the approval of their respective supervisors. Subject to the following specific provisions, the general obligations of the Parties shall be as follows:

Financial administration, participant registration, and provision of **Facilities** are the responsibility of **CSISD**.

Daily operation, staff training, supervision, and curriculum development are the responsibility of the **City**.

**A. Obligations of the City.**

1. Interview, hire, train, evaluate, and when needed, dismiss staff.
2. Conduct a background check on all potential City staff employees.
3. Plan, carry out, and evaluate the program.
4. Provide **CSISD** with correct staff attendance records in a timely manner as required by the payroll calendar.
5. Order supplies and materials deemed appropriate to conduct the program.
6. Provide **CSISD** with an accident report within twenty-four (24) hours for all accidents to staff or students that require medical assistance to the Superintendent of School or his designee.
7. Produce an annual program evaluation by December 1st for the previous fiscal year. This evaluation should detail both fiscal and programmatic functions and be submitted to the City Manager and Superintendent of Schools.
8. Develop a proposed annual budget in collaboration with the CSISD Director of Career and Technology Education and Community Education. This budget shall be developed no later than April 1st of each year. Budgets will be based on projected enrollment.
9. Handle all external public relations, including parent handbooks, enrichment flyers, and parent concerns regarding program operations.
10. Develop appropriate enrichment registration forms and materials for all activities of Kids Klub.

**B. Obligations of CSISD.**

1. Collect and account for all monies according to the accounting principles set forth in the ***Texas Education Agency's Financial Accounting Resource Guide***.

2. Provide the facilities for the program. Fees associated in building use shall be waived. Utility costs will be paid as set forth in the agreed budget.
3. Pay all bills generated by the activities of the program as verified by both Parties.
4. Pay all salaries of the employees of the program, except for the City Program Director and other city staff. Timesheets and other documents will be maintained for auditing purposes. **CSISD** is to reimburse the City \$20,000 toward the cost of the City Kids Klub Program expenses.
5. Conduct a background check on all potential staff employees.
6. Provide daily snacks for students and staff through the CSISD Food Service Department based on information received from the City Program Director.
7. Develop a proposed annual budget with the City Program Director. This proposed budget shall be developed no later than April 1st of each year. Budgets will be based on projected enrollments. The final approved budget must be reviewed and approved by both the City and CSISD.
8. Provide to the **City** monthly financial statements. In addition, an annual financial report shall be prepared by December 1st of each year.
9. Purchase and administer an accident insurance policy for staff and students in the program.
10. Communicate in a timely manner with the CSISD Food Service Department, all necessary information concerning the Snack Program.
11. Handle all customer concerns regarding individual financial accounts.

**C. General Provisions.**

1. The Fiscal Year shall coincide with that of **CSISD**, which is September 1 - August 31.
2. After all outstanding obligations have been paid in full, a final accounting of all program expenses and revenues shall be completed. At that time:
  - a. \$10,000.00 shall be allowed to remain as a fund balance, with an additional \$10,000.00 being added to the fund balance each year.
  - b. The fund balance shall be allowed to rise to a target level of \$40,000.00. If this target level is exceeded, two alternatives are available for use of the excess, which are as follows:
    - i. The excess funds will be distributed equally between **CSISD** and the **City**; or
    - ii. The excess funds will be used to enhance the program, upon the mutual agreement of both Agencies.
3. No **CSISD** or other school district funds may be used to cover program deficits beyond the existing fund balance in the Kids Klub Proprietary Fund. In turn, nothing herein shall obligate City to incur costs beyond what is expressly budgeted and approved, including no obligation to incur costs beyond the existing fund balance in the Kids Klub Proprietary Fund.

4. Should it become necessary on the part of either Agency to withdraw from the cooperative program or abandon the program altogether, an accounting of the net worth of the program shall be made. This accounting shall include assets and liabilities, but exclude non-monetary assets. If only one Party withdraws, non-monetary assets of the program shall become sole property of the other Agency.
5. If both Agencies withdraw, an equitable (equal) disposition of non-monetary assets will be proposed which must be acceptable to both Agencies and which must be approved by the governing body of each Agency.
6. Neither Party may withdraw during a program year unless both Agencies withdraw.
7. Should **CSISD** withdraw from the program beginning with the first day of the following Fiscal Year, **CSISD** reserves the right to totally withdraw all support, including the provision of facilities or **CSISD** reserves the right to adjust building use fees.
8. As a part of each annual budget, a figure shall be established by the CSISD Business Office which shall reflect the annual utility and custodial costs applicable to the program. This cost shall be paid to **CSISD** in ten (10) monthly installments. The assessment may be revised during a fiscal year only if the building usage requirements of the program change. Failure to properly manage utilities at the campuses may result in the re-negotiating of the utility fee (i.e. running air conditioners with doors open, leaving lights on, etc.).
9. Upon mutual agreement of the Parties, **CSISD** can designate a clerk to handle daily operations of the Financial Director; salary to be paid from the Kids Klub budget.
10. Upon mutual agreement of the Parties, the **City** can designate a program assistant to handle daily operations of the Program Director; salary to be paid from the Kids Klub budget.

**EXHIBIT "B"**  
**OPERATION OF THE NATATORIUM FACILITY**

**AGENCY OBLIGATIONS**

The CSISD Superintendent and the City Manager, or their respective designees, shall each appoint a representative from their Agency to serve as a director of the natatorium. The two directors shall be empowered to carry on the business of the facility with the approval of their respective supervisors. Subject to the following specific provisions, the general obligations of the Parties shall be as follows:

Financial administration, participant registration, and provision of **Facilities** are the responsibility of **CSISD**.

Daily operation, staff training, supervision, and curriculum development are the responsibility of the **City**.

**A. Obligations of the City.**

1. Interview, hire, train, evaluate and, when needed, dismiss staff.
2. Conduct a background check on all potential staff employees.
3. Plan, carry out, and evaluate the program.
4. Order supplies and materials deemed appropriate to operate the facility.
5. Provide **CSISD** with an accident report within twenty-four (24) hours for all accidents to staff or pool users that require medical assistance to the Superintendent of School or his designee.
6. Produce an annual program evaluation by December 1<sup>st</sup> for the previous fiscal year. This evaluation should detail both fiscal and programmatic functions and be submitted to the City Manager and Superintendent of Schools.
7. Develop a proposed annual budget in collaboration with **CSISD** and the City Program Director. This budget shall be developed no later than April 1<sup>st</sup> of each year. Budgets will be based on projected participation.
8. Handle all external public relations, including flyers and notices regarding facility operations.
9. Collect and account for all monies in accordance with the **City** and its Parks and Recreation Department's fiscal policies.

**B. Obligations of CSISD.**

1. Proprietary Fund to be established.
  - a. A Proprietary Fund (similar to Kids Klub) to be established that would account for all financial transactions involving the natatorium with all revenues including, but not limited to:
    - i. User fees
    - ii. Facility rentals

- iii. Any other revenues attributable to the operations of the natatorium or use of the facility
- b. All expenses including, but not limited to:
  - i. Salaries of full-time employees devoted to operations of natatorium
  - ii. Salaries of part-time employees devoted to operations of natatorium
  - iii. Pro-rated salaries of any full or part time employees devoted partially to operations of natatorium
  - iv. Compensation of City Lifeguards
  - v. Chemicals
  - vi. Supplies
  - vii. Utilities (pro-rated based on square footage of building, or at the option of **CSISD**, separate meter(s) for natatorium utility consumption, if feasible)
  - viii. Maintenance and repairs to include materials and labor
  - ix. Insurance
  - x. Any other expense directly attributable or partially allocable to the operations of the natatorium
- c. Sharing of Profit or Loss
  - i. The net income or loss from the Proprietary Fund to be shared between **CSISD** and **City** based on the ratio of hours used by each respective entity to the total hours the facility is open. Record of hours used to be maintained by the manager of the facility. Report of hours used to be provided to **CSISD** and **City** on a monthly basis.
- d. Fiscal Year
  - i. Fiscal year of Proprietary Fund to be from September 1 to August 31.
  - ii. Annual Settle Up
  - iii. Settle up to be within 90 days of the end of the fiscal year on an annual basis.
- e. Develop a proposed annual budget with the City Program Director and **CSISD**. This proposed budget shall be developed no later than April 1<sup>st</sup> of each year. Budgets will be based on projected participation.

**C. General Provisions.**

1. The Fiscal Year shall coincide with that of **CSISD**, which is September 1 – August 31.
2. The **City** can designate an “Acting Program Director” to handle the daily operations of the Facility Director.

**EXHIBIT "C"**  
**OPERATION OF THE XTRA EDUCATION PROGRAM**

**AGENCY OBLIGATIONS**

The CSISD Superintendent and the City Manager, or their respective designees, shall each appoint a representative from their Agency to serve as a director. The two directors shall be empowered to carry on the business of the program with the approval of their respective supervisors.

Subject to the specific provisions of the operational guidelines, the following general provisions shall apply:

The financial administration, curriculum development, instructor recruitment, and daily operation of the program shall be the responsibility of the **City**.

**CSISD** shall be responsible for the use of **Facilities** and for joint marketing of the program.

**A. Obligations of the City.**

1. Interview, hire, train, evaluate and, when needed, dismiss staff and instructors.
2. Conduct a background check on all potential staff employees and instructors.
3. Plan, carry out, and evaluate the program.
4. Order supplies and materials deemed appropriate to conduct the program.
5. Provide **CSISD** with an accident report within twenty-four (24) hours for all accidents to staff, instructors or participants that require medical assistance to the Superintendent of School or his designee.
6. Produce an annual program evaluation by December 1<sup>st</sup> for the previous fiscal year. This evaluation should detail both fiscal and programmatic functions and be submitted to the City Manager and Superintendent of Schools.
7. Handle all external public relations, including flyers, brochures, and notices regarding program operations.
8. Collect and account for all monies in accordance with the **City** and its Parks and Recreation Department's fiscal policies.

**B. Obligations of CSISD.**

1. Utility and janitorial costs are the responsibility of **CSISD**.
2. Normal wear and tear repairs to the **Facilities** are the responsibility of **CSISD**.

**C. General Provisions.**

1. The Fiscal Year shall coincide with that of the **City**, which is October 1 – September 30.
2. The **City** can designate an "Acting Program Director" to handle the daily operations of the Facility Director.

6. **Discussion and possible action concerning the Senior Advisory Committee Appointments:** Marci Rodgers, Senior Services Coordinator, presented the Board with ten applications for their consideration for appointment to the Senior Advisory Committee. Discussion followed.

Jody Ford made a motion to appoint Jon Denton to the Senior Advisory Committee and Glenn Schroeder seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

George Jessup made a motion to reappoint E.E. Burns, Colleen Risinger, and Joanna Yeager to the Senior Advisory Committee and Wayne Williams seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

7. **Presentation, possible action, and discussion concerning Summer Recreation Programs:** Peter Lamont, Recreation Superintendent, gave a presentation on the Summer Recreation Programs. Discussion followed. This was an informational item only, and no action was required.

8. **Presentation, possible action, and discussion concerning proposed College Station Independent School District lease of property for Creek View School Park:** Pete Vanecek, Senior Parks Planner, made a presentation to the Board regarding the potential of a park to be located at the new school, through a lease with the school district. Discussion followed. Wayne Williams made a motion that the College Station ISD lease of property for Creek View School Park be presented to the City Council, and Jody Ford seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.



9. **Presentation, possible action, and discussion concerning Interlocal Agreement (ILA) for Use of Joint Facilities with College Station Independent School District:** Marco A. Cisneros, Director of Parks and Recreation, briefed the Board regarding the updated ILA with CSISD. Discussion followed. Glenn Schroeder made a motion that this item be recommended to the City Council. Wayne Williams seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

10. **Presentation, possible action, and discussion concerning the Athletic Facility Smoking and Tobacco Use Policy:** Marco A. Cisneros presented

**Joint Use of Facilities Programs and Sites  
For College Station Independent School District  
And City of College Station**

**College Station Independent School District**

**Athletics and Programs**

**City Site(s) Used**

Baseball	Southwood Athletic Complex
Cross Country	Veterans Park and Athletic Complex
7 on 7 Football	Veterans Park and Athletic Complex
High School Orchestra	Wolf Pen Creek Amphitheater
School Field Days	Parks and park pavilions
Soccer	Veterans Park and Athletic Complex
Softball	Stephen C. Beachy Central Park, VPAC
Staff training	Conference Center, WPC Green Room
Swimming	City Aquatic Facilities
Tennis	Southwood Athletic Complex

**City of College Station**

**Recreation Programs**

**CSISD Site(s) Used**

Basketball	Elementary Schools, Middle Schools
Challenger Sports	Middle Schools
Kids Klub	Elementary Schools
Lap Swimming	Natatorium
Swim Team	Natatorium
Water Aerobics	Natatorium
Volleyball	Middle Schools
XTRA Education	Intermediate Schools

**July 9, 2009**  
**Regular Agenda Item No. 6**  
**Consider Ordinance Issuing of Certificates of Obligation**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$31,315,000 City of College Station Certificates of Obligation, Series 2009.

**Recommendation(s):** Council move to approve the attached ordinance to issue certificates of obligation.

**Summary:** The City Council is authorized to approve the issuance of certificates of obligation (COs) after approving a resolution directing notice to be published of the intent to issue the COs. On May 28, 2009, Council approved a resolution directing staff to advertise the issuance of COs. On June 5th and 12th such notice was published.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget. The City primarily uses three types of debt instruments to fulfill those requirements:

1. General Obligation Bonds (GOBs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. GOBs are authorized by the voters and therefore the notice is provided in the election process.
2. Utility Revenue Bonds (URBs) are backed by the revenues of the City's various utilities and are issued as a business activity. These are typically only issued for utility capital projects.
3. Certificates of Obligation (COs) normally include at least one additional revenue stream such as utility revenues, but are considered to be much like GOBs and therefore normally receive a rating similar to GOBs. Our policy for issuing CO's allows more flexibility in their issue than GOBs, particularly when other revenues are anticipated to assist in debt service.

It is at the recommendation of the City's Financial Advisor, Mr. Drew Masterson, that the City issue Certificates of Obligation for utility projects rather than Utility Revenue Bonds.

This particular issue will provide resources for technology projects, the cemetery development project, master planning and design of the convention center and a portion of the land acquisition, Twin Oaks landfill project, electric and water improvements, and debt issuance costs totaling \$31,315,000.

**Budget & Financial Summary:** Staff reviewed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate and utility rates. The recommendation to move forward with this issue will not affect the ad valorem tax rate or the utility rates.

**Attachments:**

1. Debt Issuance 2009
2. Ordinance available in City Secretary's Office

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

PROVIDING FOR THE ISSUANCE OF \$31,315,000 CITY OF COLLEGE STATION, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2009 AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT, INCLUDING IMMEDIATE EFFECTIVENESS

WHEREAS, on May 28, 2009, the City Council of the City of College Station (the "City" or the "Issuer") passed a resolution authorizing and directing notice of its intention to issue the Certificates of Obligation herein authorized to be issued on July 9, 2009, to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code; and

WHEREAS, said notice was published in the *Bryan-College Station Eagle*, a "newspaper" of the type described in Section 2051.044, Texas Government Code, as required by said Section 271.049 of the Texas Local Government Code, on June 5, 2009 and June 12, 2009; and

WHEREAS, no petition, signed by at least 5% of the qualified electors of said City as permitted by said Section 271.049 of the Texas Local Government Code protesting the issuance of such Certificates of Obligation, has been filed; and

WHEREAS, the Certificates of Obligation hereinafter authorized are to be issued and delivered pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code;

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

Section 1. AUTHORIZATION OF CERTIFICATES OF OBLIGATION. That said City's Certificates of Obligation, to be designated the "City of College Station, Texas Certificates of Obligation, Series 2009", are hereby authorized to be issued and delivered in the principal amount of \$31,315,000 for the purpose of paying contractual obligations to be incurred by the City, to-wit,

- (1) the construction of improvements to a city-owned cemetery located at 3800 Raymond Stotzer Parkway;
- (2) the acquisition of approximately 7.1469 acres of land located at 701 University Drive East to be used for municipal purposes, including but not limited to, a site for a convention center;
- (3) master planning and preliminary design costs for the construction of a convention center;
- (4) construction of improvements to the new Twin Oaks Landfill;

- (5) the acquisition of an electronic scheduling system for use by the City Police Department;
- (6) the acquisition and installation of technology improvements including a radio communication system and fiber optic infrastructure for use by the City;
- (7) the construction of improvements and extensions to the City's combined electric, waterworks and sewer systems; and
- (8) the payment of fiscal, engineering and legal fees incurred in connection therewith.

Section 2. PREAMBLE. That the preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

Section 3. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND INTEREST RATES. That said Certificates shall initially be issued, sold and delivered hereunder as fully registered certificates, without interest coupons, dated July 15, 2009, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said Certificates shall mature and be payable on February 15 in each of the years and in the principal amounts, and shall bear interest at the rates per annum, as follows:

<b>Year</b>	<b>Principal Amount (\$)</b>	<b>Interest Rate (%)</b>	<b>Year</b>	<b>Principal Amount (\$)</b>	<b>Interest Rate (%)</b>
2010			2020		
2011			2021		
2012			2022		
2013			2023		
2014			2024		
2015			2025		
2016			2026		
2017			2027		
2018			2028		
2019			2029		

The term "Certificates" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute Certificates and replacement Certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates. Interest on the Certificates shall

be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest shall be payable to the registered owner of any such Certificates in the same manner provided and on the dates stated in the FORM OF CERTIFICATE.

Section 4. REDEMPTION. (a) That the City reserves the right to redeem the Certificates maturing on or after February 15, 2020, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2019, 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 Certificates 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 Certificates, 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 Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository. The City shall notify the Paying Agent/Registrar at least forty-five (45) days prior to the scheduled redemption date that a redemption of the Certificates is to be effected.

(b) The Certificates are not subject to mandatory sinking fund redemption prior to maturity.

(c) At least thirty (30) days prior to the date any such Certificates are to be redeemed, a written notice of redemption shall be given by the Paying Agent/Registrar to the registered owner of each Certificate 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 of the Paying Agent/Registrar. 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 Certificates 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 Certificates, 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 Certificates or any portion thereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 of principal amount, 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.

(d) In addition to the foregoing, the Paying Agent/Registrar shall give notice of redemption of Certificates by United States mail, first-class postage prepaid, at least 30 days prior to a redemption date to the MSRB (as defined in Section 18 hereof). The failure to cause such notice to be given, however, or any defect therein, shall not affect the validity or effectiveness of such redemption.

(e) In addition, in the event of a redemption caused by an advance refunding of the Certificates, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified above at least 30 days but not more than 90 days prior to the actual redemption date. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the owner of any Certificate who has not sent the Certificates in for redemption 60 days after the redemption date.

(f) Each redemption notice, whether required in the FORM OF CERTIFICATE or otherwise by this Ordinance, shall contain a description of the Certificates to be redeemed, including the complete name of the Certificates, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, if any, the amounts called of each Certificate, the 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 Certificate may be redeemed, including a contact person and telephone number.

(g) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Certificates shall include CUSIP numbers relating to each amount paid to such registered owner.

Section 5. CHARACTERISTICS OF THE CERTIFICATES. (a) The Issuer shall keep or cause to be kept at the corporate trust office in Dallas, Texas (the "Designated Trust Office") of The Bank of New York Mellon Trust Company, N.A., or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of (g) below (the "Paying Agent/Registrar"), books or records for the registration and transfer of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. 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 the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The Issuer or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute certificate or certificates shall be issued in exchange therefor in the manner herein provided.

(b) The entity in whose name any Certificate 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 or not such certificate shall be overdue, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such certificate shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such certificate 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 and interest on the Certificates, and to act as its agent to exchange or replace Certificates, 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 Certificates, and of all exchanges thereof, and all replacements thereof, as provided in this Ordinance.

(d) Each Certificate may be exchanged for fully registered certificates in the manner set forth herein. Each Certificate issued and delivered pursuant to this Ordinance 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 Certificates, without interest coupons, in the form prescribed in the FORM OF CERTIFICATE, in the denomination of \$5,000, or any integral multiple thereof (subject to the requirement hereinafter stated that each substitute Certificate 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 principal amount of any Certificate or Certificates so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If any Certificate or portion thereof is assigned and transferred, each Certificate issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall exchange or replace Certificates as provided herein, and each fully registered Certificate or Certificates delivered in exchange for or replacement of any Certificate or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically *provided, however*, that any Certificate delivered in exchange for or replacement of another Certificate prior to the first scheduled interest payment date on the Certificates (as stated on the face thereof) shall be dated the same date as such Certificate, but each substitute Certificate so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which such substitute Certificate is delivered, unless such substitute Certificate is delivered on an interest payment date, in which case it shall be dated as of such date of delivery; provided, however, that if at the time of delivery of any substitute Certificate the interest on the Certificate for which it is being exchanged has not been paid, then such substitute Certificate shall be dated as of the date to which such interest has been paid in full. On each substitute Certificate issued in exchange for or replacement of any Certificate or Certificates issued under this Ordinance there shall be printed thereon a Paying

Agent/Registrar's Authentication Certificate, in the form hereinafter set forth in the FORM OF CERTIFICATE (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Certificate, date such substitute Certificate in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Certificate shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates 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 Certificates or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Chapter 1206, Texas Government Code, the duty of exchange or replacement of any Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of Authentication Certificate, the exchanged or replaced Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates 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 to transfer or exchange any Certificate so selected for redemption, in whole or in part, within 45 calendar days of the date fixed for redemption; *provided, however*, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled principal of a Certificate.

(e) All Certificates issued in exchange or replacement of any other Certificate or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates 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 Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the FORM OF CERTIFICATE.

(f) The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Certificates, but the registered owner of any Certificates requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The registered owner of any Certificates requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such certificate or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof in any integral multiple of \$5,000, as provided in this Ordinance, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Certificates that it will (i) pay the reasonable and 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 Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Certificates solely to the extent above provided, and with respect to the exchange of Certificates solely to the extent above provided.

(g) The City covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying

Agent/Registrar for the Certificates 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 it will promptly appoint a competent and legally qualified national or state banking institution 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 Certificates, 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 Certificates, 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.

Section 6. FORM OF CERTIFICATES. The form of the Certificates, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be in substantially the form as set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The printer of the Certificates is hereby authorized to print on the Certificates (i) the form of bond counsel's opinion relating to the Certificates, 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 Certificates.

Section 7. DEFINITIONS. That the terms "Certificates" and "Certificates of Obligation" shall mean the City of College Station, Texas Certificates of Obligation, Series 2009, authorized to be issued and delivered by this Ordinance; and the term "Surplus Revenues" shall mean those revenues from the operation of the City's combined municipal electric light and power, waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates.

Section 8. LEVY OF TAX; INTEREST AND SINKING FUND. That a special fund or account, to be designated the "City of College Station, Texas Series 2009 Certificate of Obligation 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 Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates 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 Certificates 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 Certificates 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 Certificates 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 Certificates is 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 Certificates, 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 Certificates scheduled to occur on or before February 15, 2010.

Section 9. REVENUES. That the Certificates are additionally secured by and shall be payable from the Surplus Revenues. The Surplus Revenues are pledged by the City pursuant to authority of Chapter 1502, Texas Government Code, specifically Section 1502.058 thereof. The City shall promptly deposit the Surplus Revenues upon their receipt to the credit of the Interest and Sinking Fund created pursuant to Section 8, to pay the principal and interest on the Certificates. The amount of Surplus Revenues pledged to the payment of the Certificates shall not exceed \$1,000. If Surplus Revenues or any other lawfully available revenues, income or resources of the City are deposited or budgeted to be deposited in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 8 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available revenues, income or resources then on deposit or budgeted to be deposited to the credit of the Interest and Sinking Fund.

Section 10. TRANSFER. That 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 Certificates.

Section 11. SECURITY FOR FUNDS. That the Interest and Sinking Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and such Interest and Sinking Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) *Replacement Certificates*. That in the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) *Application for Replacement Certificates.* That application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the registered owner applying for a replacement Certificate 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 Certificate, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) *No Default Occurred.* That notwithstanding the foregoing provisions of this Section, in the event any such Certificate 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 Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement certificate, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates.* That prior to the issuance of any replacement Certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate 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 Certificates duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates.* That in accordance with Section 1201.067, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the City or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 5(d) of this Ordinance for Certificates issued in conversion and exchange of other Certificates.

Section 13. FEDERAL INCOME TAX MATTERS. That the City covenants to refrain from any action which would adversely affect, or to take such action as to ensure, the treatment of the Certificates as obligations described in Section 103 of 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 City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (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 are so used, that amounts, whether or not received by the City, 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 Certificates, in contravention of Section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds five percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent is used for a "private business use" which is "related" and not "disproportionate", within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or five percent of the proceeds of the Certificates (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;

(d) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of Section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(1) proceeds of the Certificates invested for a reasonable temporary period of three years or less until such proceeds are needed for the purpose for which the Certificates are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations, and

(3) 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 Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates 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

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) 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 Certificates 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.

For purposes of the foregoing (a) and (b), the City 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 bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City 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 which modify or expand provisions of the Code, as applicable to the Certificates, the City 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 Certificates under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City 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 Certificates under Section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, any Assistant City Manager and the Chief Financial Officer to execute any documents, certificates or reports required by the Code, and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

In order to facilitate compliance with clause (h) above, a "Rebate Fund" is hereby established by the City 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.

Section 14. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. That the City covenants to account for the expenditure of proceeds from the sale of the Certificates and any investment earnings thereon to be used for the purposes described in Section 1 of this Ordinance (such purpose referred to herein and Section 15 hereof as a "Project") on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure on a Project is made or (b) such Project is completed. The foregoing notwithstanding, the City shall not expend such proceeds or investment earnings more than 60 days after the earlier of (a) the fifth anniversary of the date of delivery of the Certificates or (b) the date the Certificates are retired, unless the City obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 15. DISPOSITION OF PROJECT. That the City covenants that the property constituting a Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. 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 City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 16. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES. That the Chief Financial Officer of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates 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 Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The Certificates thus registered shall remain in the custody of the Chief Financial Officer (or the designee thereof) until delivered to the Purchasers.

Section 17. DTC REGISTRATION. That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Certificates initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Certificates on behalf of the Purchasers (as defined in Section 20 of this Ordinance) and its participants. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify ownership of the Certificates in integral amounts of \$5,000, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Certificates initially deposited with DTC shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and

charges of DTC. The City does not represent, nor does it in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Certificates is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. In connection with the initial establishment of the foregoing book-entry system with DTC, the City heretofore has executed a "Blanket Letter of Representations" prepared by DTC in order to implement the book-entry system described above.

Section 18. CONTINUING DISCLOSURE OBLIGATION. (a) *Definitions.* That as used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) *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 2009, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 20 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.

(c) *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 Certificates, 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 Certificates;
7. Modifications to rights of holders of the Certificates;
8. Certificates calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates; 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 (b) of this Section by the time required by such subsection.

(d) *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 Certificates 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 Certificates 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 Certificates, 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 Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE 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 Certificates 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 Certificates in the primary offering of the Certificates 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 Certificates 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 Certificates. 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 Certificates in the primary offering of the Certificates.

Section 19. DEFEASANCE. (a) *Deemed Paid*. Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Certificate, 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 City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate 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 or the pledge of Surplus Revenues as provided in this

Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) *Investments.* Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City 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 Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates 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) above. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Securities, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) *Selection of Defeased Certificates.* In the event that the City elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(d) *Defeasance Securities.* 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 City 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.

(e) *Continuing Duty of Paying Agent/Registrar.* Until all Certificates defeased under this Section of this Ordinance shall become due and payable, the Paying Agent/Registrar for such Certificates shall perform the services of Paying Agent/Registrar for such Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services.

Section 20. SALE OF CERTIFICATES. (a) *Sale to Best Bidder.* That the sale of the Certificates to [REDACTED], and syndicate members (the "Purchasers"), at a price of par and accrued interest on the Certificates to the date of delivery, is hereby authorized, ratified and confirmed. It is hereby officially found, determined and declared that the Certificates were sold to the highest bidder at terms that were the most advantageous reasonably obtained.

(b) *Offering Documents.* The Certificates were sold pursuant to the terms of a "Notice of Sale and Bidding Instructions", "Official Bid Form" and "Official Statement", the use of which documents, a true and correct copy of each such document is attached hereto, is hereby approved. The use of the "Preliminary Official Statement" prepared in connection with the sale of the Certificates is hereby ratified.

Section 21. FURTHER PROCEDURES. That the Mayor, the City Secretary, the City Manager, the Chief Financial Officer, 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 or not 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 Certificates and fixing all details in connection therewith. 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 Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

Section 22. USE OF PROCEEDS. That the proceeds from the sale of the Certificates shall be used in the manner described in a letter of instructions prepared by the City or on behalf of the City by the City's financial advisor. The foregoing notwithstanding, proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund. Any amounts remaining after completion of the improvements described in Section 1 hereof shall be transferred FIRST to the Rebate Fund, to the extent required by Section 13 hereof and as further described in Section 2 hereof, and THEREAFTER to the Interest and Sinking Fund.

Section 23. INTEREST EARNINGS. That the interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the construction of the permanent improvements set forth in Section 1 hereof for which the Certificates are issued; provided that after completion of such permanent improvements, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 24. 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 Certificates 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 Certificates, 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 Certificates 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 Certificates 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 Certificates 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 Certificate 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 25. MISCELLANEOUS PROVISIONS. (a) *Titles Not Restrictive.* That the titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(b) *Rules of Construction.* 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 CERTIFICATE" shall refer to the form of the Certificates set forth in Exhibit A to this Ordinance. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of any mandatory sinking fund redemption payments as may be described herein.

(c) *Inconsistent Provisions.* All ordinances, orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(d) *Severability.* If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(e) *Governing Law.* This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(f) *Open Meeting.* The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(g) *Application of Chapter 1208, Government Code.* Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and the Surplus Revenues granted by the City under Sections 8 and 9, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Surplus Revenues 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 Certificates 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.

(h) *Immediate Effect.* In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council.

*[Remainder of page intentionally left blank.]*

PASSED AND APPROVED this July 9, 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

\_\_\_\_\_

**EXHIBIT A**

**FORM OF CERTIFICATE**

NO. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF BRAZOS  
CITY OF COLLEGE STATION, TEXAS  
CERTIFICATES OF OBLIGATION  
SERIES 2009

<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
	%	July 15, 2009	

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF COLLEGE STATION, TEXAS, in Brazos County (the "City" or the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to \_\_\_\_\_, or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

\_\_\_\_\_ DOLLARS

and to pay interest thereon, from the Original Issue Date specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the interest rate per annum specified above, with said interest payable on February 15, 2010, and semiannually on each August 15 and February 15 thereafter until maturity or prior redemption; except that if this Certificate is required to be authenticated and the date of its authentication is later than February 15, 2010, such interest is payable semiannually on each August 15 and February 15 following such date.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity or redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of The Bank of New York Mellon Trust Company, N.A., which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") 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 appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the

Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IN THE EVENT OF 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 Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("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 Certificate appearing on the Registration Books kept by the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, 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.

THIS CERTIFICATE is one of a Series of Certificates dated as of the Original Issue Date stated above, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$31,315,000, for the purpose of paying contractual obligations to be incurred by the City, to-wit, the construction of improvements as described in the Certificate Ordinance, and the payment of fiscal, engineering and legal fees incurred in connection therewith.

ON FEBRUARY 15, 2019, or on any date thereafter, the Certificates of this Series maturing on February 15, 2020 and thereafter may be redeemed prior to their scheduled maturities, at the option of the Issuer, in whole, or in part, at par and accrued interest to the date fixed for redemption. The years of maturity of the Certificates called for redemption at the option of the City prior to stated maturity shall be selected by the City. The Certificates or portions thereof redeemed within a maturity shall be selected by lot or other method by the Paying Agent/Registrar; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

AT LEAST 30 days prior to the date fixed for any such redemption, a written notice of such redemption shall be given to the registered owner of each Certificate 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. By the date fixed for any such redemption due provision shall be made by

the Issuer with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate 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 Certificate, 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 Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, 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 thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate 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 certificates, 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 denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate 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 Certificate or any portion or portions hereof from time to time by the registered owner. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, neither the Issuer nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 days before the day of the first mailing of a notice of redemption of Certificates and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within 30 calendar days.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate 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 Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate 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 Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said Issuer, issued on the full faith and credit thereof; and that in accordance with the terms of the Certificate Ordinance, annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law; and that a limited pledge (not to exceed \$1,000) of the surplus revenues from the operation of the City's combined municipal electric light and power, waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and any other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates, have been pledged as additional security for the Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City, attested by the manual or facsimile signature of the City Secretary, and the official seal of the Issuer has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

\_\_\_\_\_  
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 Certificate of Obligation has been issued under the provisions of the proceedings adopted by the City as described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for or replacement of a certificate of obligation 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 CERTIFICATES UPON INITIAL DELIVERY THEREOF

OFFICE OF COMPTROLLER : REGISTER NO. \_\_\_\_\_  
STATE OF TEXAS :

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of College Station, Texas, payable in the manner provided by and in the ordinance authorizing same, and said Certificate has this day been registered by me.

WITNESS MY HAND and seal of office at Austin, Texas this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas

NOTE:\* to accompany initial certificates only

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.

## EXHIBIT B

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 18 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 20, 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.

**July 9, 2009**  
**Regular Agenda Item No. 7**  
**Consider Ordinance Issuing General Obligation Bonds**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$3,335,000 City of College Station General Obligation Bonds, Series 2009.

**Recommendation(s):** Council move to approve the attached ordinance issuing general obligation bonds.

**Summary:** The City Council is authorized to approve the issuance of general obligation bonds which have been authorized by a vote of the citizens. The Citizens approved a total of \$38,405,000 on November 4, 2003 and \$76,950,000 on November 4, 2008. By approving the ordinance, the Council will issue a total of \$655,000 from the 2003 authorization and \$2,680,000 from the 2008 authorization. This is the sixth bond sale from the 2003 bond authorization and the first from the 2008 bond authorization.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget. The City primarily uses three types of debt instruments to fulfill those requirements:

1. General Obligation Bonds (GOBs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. GOBs are authorized by the voters and therefore the notice is provided in the election process.
2. Utility Revenue Bonds (URBs) are backed by the revenues of the City's various utilities and are issued as a business activity. These are typically only issued for utility capital projects.
3. Certificates of Obligation (COs) normally include at least one additional revenue stream such as utility revenues, but are considered to be much like GOBs and therefore normally receive a rating similar to GOBs. Our policy for issuing CO's allows more flexibility in their issue than GOBs, particularly when other revenues are anticipated to assist in debt service.

This particular debt issue is planned to provide resources for street projects, traffic signal and safety projects, sidewalk improvements, hike and bike trails, and parks and park facilities improvements and the design of fire station #6 totaling \$3,335,000.

**Budget & Financial Summary:** Staff reviewed the impact of the general obligation bonds City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The recommendation to move forward with this issue will not impact the ad valorem tax rate.

**Attachments:**

1. Debt Issuance 2009
2. Ordinance available in City Secretary's Office.

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

PROVIDING FOR THE ISSUANCE OF \$3,335,000 CITY OF COLLEGE STATION, TEXAS, GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2009; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT, INCLUDING IMMEDIATE EFFECTIVENESS

WHEREAS, it is deemed advisable and to the best interest of the City of College Station (the "City" or the "Issuer") that certain bonds authorized at elections previously held in said City be combined in a single issue and sold at this time, the dates of election, amount of bonds authorized thereat, purpose, amount of bonds previously sold, and the amount now to be sold being as follows:

DATE OF ELECTION	AMOUNT AUTHORIZED	PURPOSE	AMOUNT PREVIOUSLY SOLD	AMOUNT ISSUED HEREIN
November 4, 2003	\$17,980,000	Street & transportation improvements	\$16,260,000	\$200,000
November 4, 2003	\$3,000,000	Traffic safety system improvements	\$2,545,000	\$455,000
November 4, 2003	\$7,610,000	Municipal complex improvements	\$3,955,000	-0-
November 4, 2008	\$48,785,000	Street & transportation improvements	-0-	\$395,000
November 4, 2008	\$8,385,000	City library improvements	-0-	-0-
November 4, 2008	\$6,990,000	New fire building	-0-	\$750,000
November 4, 2008	\$12,790,000	Park & recreation improvements	-0-	\$1,535,000
	\$105,540,000		\$22,760,000	\$3,335,000

WHEREAS, the bonds hereinafter authorized for such purpose are to be issued and delivered pursuant to Chapters 1251 and 1331 Texas Government Code, as amended, and the Charter of the City.

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

1. **BONDS TO BE SOLD; SERIES DESIGNATION.** That the bond or bonds of the City to be called "City of College Station, Texas General Obligation Improvement Bonds, Series 2009" (the "Bonds"), be issued under and by virtue of the Constitution and laws of the State of Texas and the Charter of said City, in the aggregate principal amount of \$3,335,000 for the purpose of financing permanent improvements to the City, to-wit, (i) construction and acquisition of street and transportation improvements throughout the City including, without limitation, traffic signals and control systems, sidewalks and pedestrian improvements, (ii) construction and improvements of hike and bike trails, (iii) construction of improvements for parks, park facilities and other recreational purposes, (iv) construction of a new City fire station; and (v) paying the costs of issuance of the Bonds.

2. **PREAMBLE.** That the preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

3. MATURITY SCHEDULE; INTEREST. That the Bonds shall be dated July 15, 2009, shall be in the denomination of \$5,000 each, or any integral multiple thereof, shall be numbered consecutively from R-1 upward, shall mature on February 15 in each of the years, and in the amounts, and shall bear interest at the rates per annum, respectively, as set forth in the following schedule:

<b>Year</b>	<b>Principal Amount (\$)</b>	<b>Interest Rate (%)</b>	<b>Year</b>	<b>Principal Amount (\$)</b>	<b>Interest Rate (%)</b>
2010			2020		
2011			2021		
2012			2022		
2013			2023		
2014			2024		
2015			2025		
2016			2026		
2017			2027		
2018			2028		
2019			2029		

The term "Bonds" as used in this Ordinance shall mean and include collectively the Bond initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as well as all other substitute Bonds and replacement Bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest shall be payable to the registered owner of any such Bonds in the same manner provided and on the dates stated in the FORM OF BOND.

4. REDEMPTION PROVISIONS. (a) That the City reserves the right to redeem the Bonds maturing on or after February 15, 2020, in whole or in part, on February 15, 2019 or on any date thereafter, for the principal amount thereof plus accrued interest thereon to the date fixed for redemption. The years of maturity of the Bonds called for redemption at the option of the City prior to stated maturity shall be selected by the City. The Bonds or portions thereof redeemed within a maturity shall be selected by lot or other method by the Paying Agent/Registrar (hereinafter defined); *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 City shall notify the Paying Agent/Registrar at least forty-five (45) days prior to the scheduled redemption date that a redemption of the Bonds is to be effected.

(b) The Bonds are not subject to mandatory sinking fund redemption prior to their scheduled maturities.

(c) At least 30 days prior to the date fixed for any such redemption the City shall cause a written notice of such redemption to be deposited in the United States Mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books (hereinafter defined) of the Paying Agent/Registrar. By the date fixed for any such redemption, due provision shall be made 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 interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, 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.

(d) In addition to the foregoing, the Paying Agent/Registrar shall give notice of redemption of Bonds by United States mail, first-class postage prepaid, at least 30 days prior to a redemption date to the MSRB (as defined in Section 14 hereof). The failure to cause such notice to be given, however, or any defect therein, shall not affect the validity or effectiveness of such redemption.

(e) 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 above at least 30 days but not more than 90 days prior to the actual redemption date. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the owner of any Bond who has not sent the Bonds in for redemption 60 days after the redemption date.

(f) 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, if any, the amounts called of each Bond, the 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.

(g) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include CUSIP numbers relating to each amount paid to such registered owner.

5. ADDITIONAL CHARACTERISTICS OF THE BONDS. (a) That the City shall keep

or cause to be kept at the designated corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office") of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent/Registrar"), or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of (g) below, 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 such books or records 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. 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 City or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Bond, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees to have such 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.

(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 or not such Bond shall be overdue, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; 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 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 thereof, and all replacements thereof, 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 unredeemed principal amount thereof, may, upon surrender thereof at the Designated Payment/Transfer 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 the denomination of \$5,000, or any integral multiple thereof (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 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, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the 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 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 or Bonds 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. It is specifically provided, however, that any Bond delivered in exchange for or replacement of another Bond prior to the first scheduled interest payment date on the Bonds (as stated on the face thereof) shall be dated the same date as such Bond, but each substitute bond so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which such substitute Bond is delivered, unless such substitute Bond is delivered on an interest payment date, in which case it shall be dated as of such date of delivery; *provided, however*, that if at the time of delivery of any substitute Bond the interest on the Bond for which it is being exchanged has not been paid, then such substitute Bond shall be dated as of the date to which such interest has been paid in full. 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 hereinafter 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 substitute Bond, date such substitute Bond in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. 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 hereof, 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, the duty of exchange or replacement of any Bond as aforesaid 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 to transfer or exchange any Bond so selected for redemption, in whole or in part, within 45 calendar days of the date fixed for redemption; provided, however, such limitation of

transfer shall not be applicable to an exchange by the registered owner of the uncalled principal 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 such 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 the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Bonds, 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. The registered owner of any Bond requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such Bond or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Bond or Bonds or any portion or portions thereof in any integral multiple of \$5,000, and in the case of the exchange of the unredeemed portion of a Bond which has been redeemed in part prior to maturity, as provided in this Ordinance, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Bonds that it will pay (i) the reasonable and 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, and (ii) the fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Bonds solely to the extent above provided, and with respect to the exchange of Bonds solely to the extent above provided.

(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, or other entity duly qualified and legally authorized 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 it will promptly appoint a competent and legally qualified national or state banking institution 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 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/Regis-

trar. 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.

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. 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.

7. LEVY OF TAX; INTEREST AND SINKING FUND. (a) That a special fund or account, to be designated the "City of College Station, Texas Series 2009 General Obligation Improvement Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained at an official depository of 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 Bond is outstanding and unpaid, the City Council 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 costs 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, but never less than 2% of the outstanding principal amount of the Bonds as a sinking fund each year. Said rate and amount of ad valorem tax is hereby ordered to be levied and is hereby levied against all taxable property in the City for each year while any Bond is outstanding and unpaid, and said ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes necessary to pay the interest on and principal of the Bonds, as such interest comes due, and such principal matures or comes due through operation of the mandatory sinking fund redemption, if any, as provided in the FORM OF BOND, are hereby pledged for such purpose, 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. Money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law and the City's investment policy. Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the owners of the Bonds and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund. Interest and income derived from the investment of money in the Interest and Sinking Fund shall be credited thereto.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the

pledge of ad valorem taxes made 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 made by the City under this Section 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.

8. DAMAGED, 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 or not 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, 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, subject to the conditions imposed by this Section, 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(d) of this Ordinance for Bonds issued in exchange for other Bonds.



amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which 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;

(d) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) 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;

(f) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(1) proceeds of the Bonds invested for a reasonable temporary period of three years or less, until such proceeds are needed for the purpose for which the bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) 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;

(g) 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

(h) 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.

For purposes of the foregoing clauses (a) and (b) above, the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of a refunding bond, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of the 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 which 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 which impose additional requirements which are 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 the foregoing, the Mayor, the City Manager, any Assistant City Manager, and the Chief Financial Officer may execute any certificates or other reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

In order to facilitate compliance with the above clause (h), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered owners of the Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

## 12. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT.

That the City covenants to account for on its books and records the expenditure of proceeds from the sale of the Bonds and any investment earnings thereon to be used for the purposes described in Section 1 of this Ordinance (such purposes referred to herein and Section 13 hereof as a "Project") in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (a) the expenditure on a Project is made or (b) each such Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (a) the fifth anniversary of the date of delivery of the Bonds or (b) the date the Bonds are retired. The City agrees to obtain the advice of a nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

13. DISPOSITION OF PROJECT. That the City covenants that the property financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

14. CONTINUING DISCLOSURE OBLIGATION. (a) *Definitions.* That as used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) *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 2009, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 10 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.

(c) *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 (b) of this Section by the time required by such subsection.

(d) *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.

15. DEFEASANCE. (a) *Defeased Bonds*. That 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 15(a)(i) or (ii) 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) the Issuer 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) the Issuer directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) *Investment in Defeasance Securities.* 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 15(a)(i) or (ii). 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) *Defeasance Securities Defined.* 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 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) *Paying Agent/Registrar Services.* 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) *Selection of Bonds for Defeasance.* 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.

16. BOOK-ENTRY ONLY SYSTEM. That the Bonds initially shall be issued and delivered in such manner that no physical distribution of the Bonds will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Bonds. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under

Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Bonds initially authorized by this Ordinance intended to be held by DTC shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Bonds on behalf of the Purchasers (as defined in Section 10) and their participants. So long as each Bond is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify ownership of the Bonds in integral amounts of \$5,000, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Bonds initially deposited with DTC shall be immobilized and not be further exchanged for substitute Bonds except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Bonds. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Bonds, and the method of paying the fees and charges of DTC. The City does not represent, nor does it in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Bonds is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Bonds will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Bonds. In connection with the initial establishment of the foregoing book-entry system with DTC, the City heretofore has executed a "Blanket Letter of Representations" prepared by DTC in order to implement the book-entry system described above.

17. 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 trustees 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.

18. OFFICIALS AUTHORIZED TO ACT ON BEHALF OF THE CITY. That the Mayor, the City Secretary, the City Manager, any Assistant City Manager or the Chief Financial Officer of the City, 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 seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the offering documents prepared in connection with the sale of the Bonds, or the Paying Agent/Registrar Agreement. In case any officer whose signature appears on any Bond shall cease

to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

19. MISCELLANEOUS PROVISIONS. (a) *Titles Not Restrictive.* That the titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(b) *Rules of Construction.* 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 the payment of principal in this Ordinance shall be deemed to include the payment of any mandatory sinking fund redemption payments as may be described herein. References to the FORM OF BOND in this Ordinance refer to the FORM OF BOND set forth in Exhibit A to this Ordinance.

(c) *Inconsistent Provisions.* All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(d) *Severability.* If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(e) *Governing Law.* This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(f) *Open Meeting.* The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(g) *Immediate Effect.* In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council.

*[Execution page follows.]*

PASSED AND APPROVED this July 9, 2009.

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City Secretary,  
City of College Station, Texas

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Mayor  
City of College Station, Texas

(CITY SEAL)

APPROVED:

McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

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Designated Payment/Transfer Office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that no later than each principal payment and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar from the Interest and Sinking Fund as defined by the ordinance authorizing the Bonds (the "Ordinance") 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 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 Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("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 registration 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.

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 in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, 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 is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Issuer and the securities depository.

THIS BOND is one of a Series of Bonds of like tenor and effect except as to number, principal amount, interest rate, maturity and option of redemption, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$3,335,000, for the following purposes, to-wit: ((i) construction and acquisition of street and transportation improvements throughout the City including, without limitation, traffic signals and control systems, sidewalks and pedestrian improvements, (ii) construction and improvements of hike and bike trails, (iii) construction of improvements for parks, park facilities and other recreational purposes, (iv) construction of a new City fire station; and (v) paying the costs of issuance of the Bonds.

ON FEBRUARY 15, 2019, or on any date thereafter, the Bonds of this Series maturing on February 15, 2020 and thereafter may be redeemed prior to their scheduled maturities, at the option of the Issuer, in whole, or in part, at par and accrued interest to the date fixed for redemption. The years of maturity of the Bonds called for redemption at the option of the City prior to stated maturity shall be selected by the City. The Bonds or portions thereof redeemed within a maturity shall be selected by lot or other method by the Paying Agent/Registrar; *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 Issuer and the securities depository.

AT LEAST 30 days prior to the date fixed for any such redemption a written notice of such

redemption shall be given 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. By the date fixed for any such redemption due provision shall be made by the Issuer 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 any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, 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 thereof for cancellation, at the expense of the Issuer, all as provided 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. 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 denomination or denominations in any integral multiple of \$5,000 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 Payment/Transfer 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 integral multiple of \$5,000 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 one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Bond or portion thereof. The foregoing notwithstanding, in the case of the exchange of a portion of a Bond which has been redeemed prior to maturity, as provided herein, and in the case of the exchange of an assigned and transferred Bond or Bonds or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer. In any circumstance, neither the Issuer nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 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.

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 Issuer, resigns, or otherwise ceases to act as such, the Issuer 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.

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.

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 governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each registered owner hereof and the Issuer.

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):

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

NOTE:\* to accompany initial Bonds only

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.

## 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 20, 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.

July 9, 2009

Regular Agenda Item No. 8

Exception to Policy for Sewer Service to Mr. Thomas and Ms. Palasota

To: Glenn Brown, City Manager

From: Dave Coleman, Director, Water Services Department

**Agenda Caption:** Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Thomas and Ms. Palasota to construct sewer infrastructure necessary to connect their homes to the City sewer system.

**Recommendation:** Staff recommends Council approve this resolution.

**Summary:** Mr. Thomas and Ms. Palasota have each requested the City provide sewer service to their homes, which are located along Cheyenne Drive, which is in the area of Wellborn Road and Capstone Drive. These are existing single family homes, and the sites are not being developed. Their letters, with maps, are attached. Their homes are outside the City's current certificated area for sewer, but are within the City's extra-territorial jurisdiction (ETJ). The area is presently not certificated and the City has the legal right to provide this sewer service. The home owners will bear all construction cost for infrastructure to connect to the City system.

The Water Services Department has recently taken ownership of a sewer line in this area, which is suitable and has adequate capacity for these homes to be connected. Both of these home owners provided easements to the City for the sewer line to be constructed, with the expectation that they would be allowed to tie onto the sewer line. Mr. Thomas signed a non-annexation agreement for a portion of his property, to allow the City to annex the property being developed, adjacent to his property. Neither Mr. Thomas nor Ms. Palasota have plans to develop their properties, but if those plans change, then the City can pursue annexation.

City Policy states that the City may provide sewer service outside the City limits or the City's sewer certificated area, only in certain situations. Since the City does not hold the CCN for this area, an exception to Policy is required. Exceptions are allowed for three cases, one of which is for health and safety reasons. The health and safety of all the area residents are much better served by having these homes connected to the City sewer system, rather than on-site sewage facilities that spray treated effluent. On this basis, staff recommends approval of these requests for an exception to City Policy.

**Budget & Financial Summary:** City funds are not required.

**Attachments:**

Letters  
Resolution

May 28, 2009

David Coleman, P.E., Director  
College Station Water Services Department  
P.O. Box 9960  
College Station, TX 77842

Re: Request for ETJ Sewer Service Connection

Dear Mr. Coleman,

My husband and I reside at the north end of Cheyenne Drive within the City of College ETJ, southeast of the recent Kyle View Estates / Aspen Heights Subdivision on Capstone Drive.

In support of that project, I dedicated to the City a utility easement across the north side of my property for the construction of an 8 inch wastewater collection line that connects the new subdivision to the new Westminster Lift Station.

With the recent completion and acceptance of the line into service by the City, I hereby request the City's approval to connect our single family home to this wastewater line as soon as possible.

Enclosed with this letter is a map showing my property location, as well as the location of our requested service connection.

We continue to coordinate this issue with Brett McCully, P.E. with Bleyl & Associates, therefore you may contact him regarding any questions, concerns or additional information which you may require.

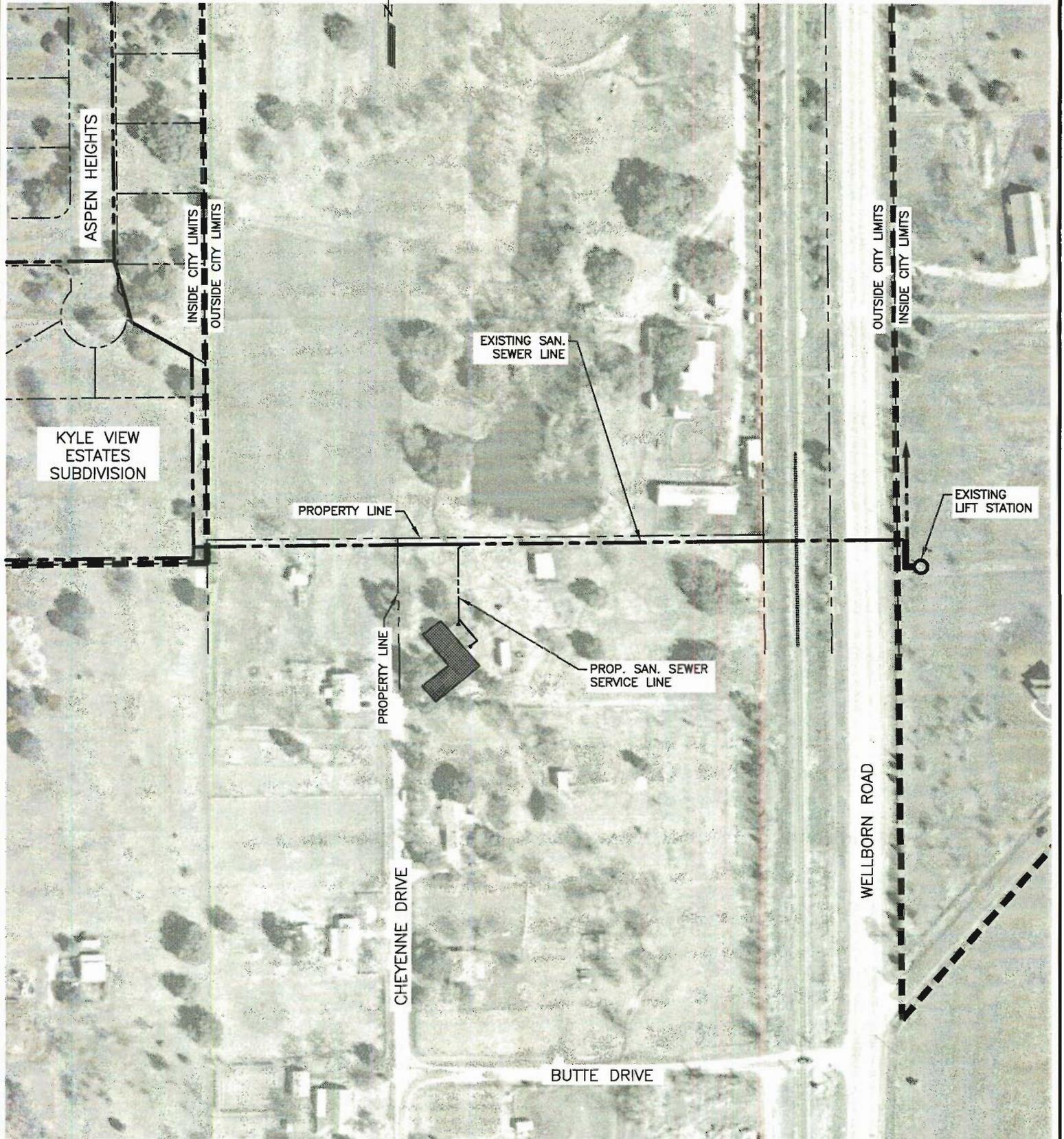
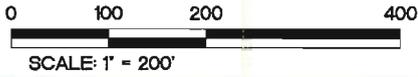
Thank you in advance for your assistance.

Sincerely,



Carolyn Palasota

Cc: Carol Cotter, P.E., COCS  
Brett McCully, P.E., B&A



REQUEST FOR SANITARY SEWER SERVICE  
 FOR JOE PALASOTA RESIDENCE  
 BRAZOS COUNTY, TEXAS



**Bleyl & Associates**

Project Engineering & Management

1722 BROADMOOR, STE. 210  
 BRYAN, TEXAS 77802  
 (979) 268-1125 PHONE  
 (979) 260-3640 FAX

2251 N. LOOP 336 W  
 CONROE, TEXAS 77304  
 (936) 441-7833 PHONE  
 (936) 700-3833 FAX

TEXAS BOARD OF PROFESSIONAL ENGINEERS: F-678

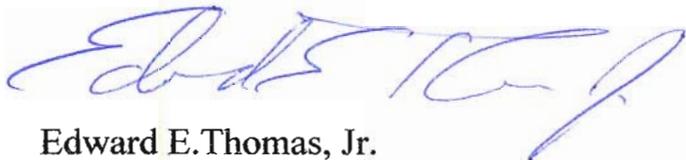
May 26, 2009

Mr. David Coleman  
Water Services Department  
P.O. Box 9960  
College Station, TX 77842

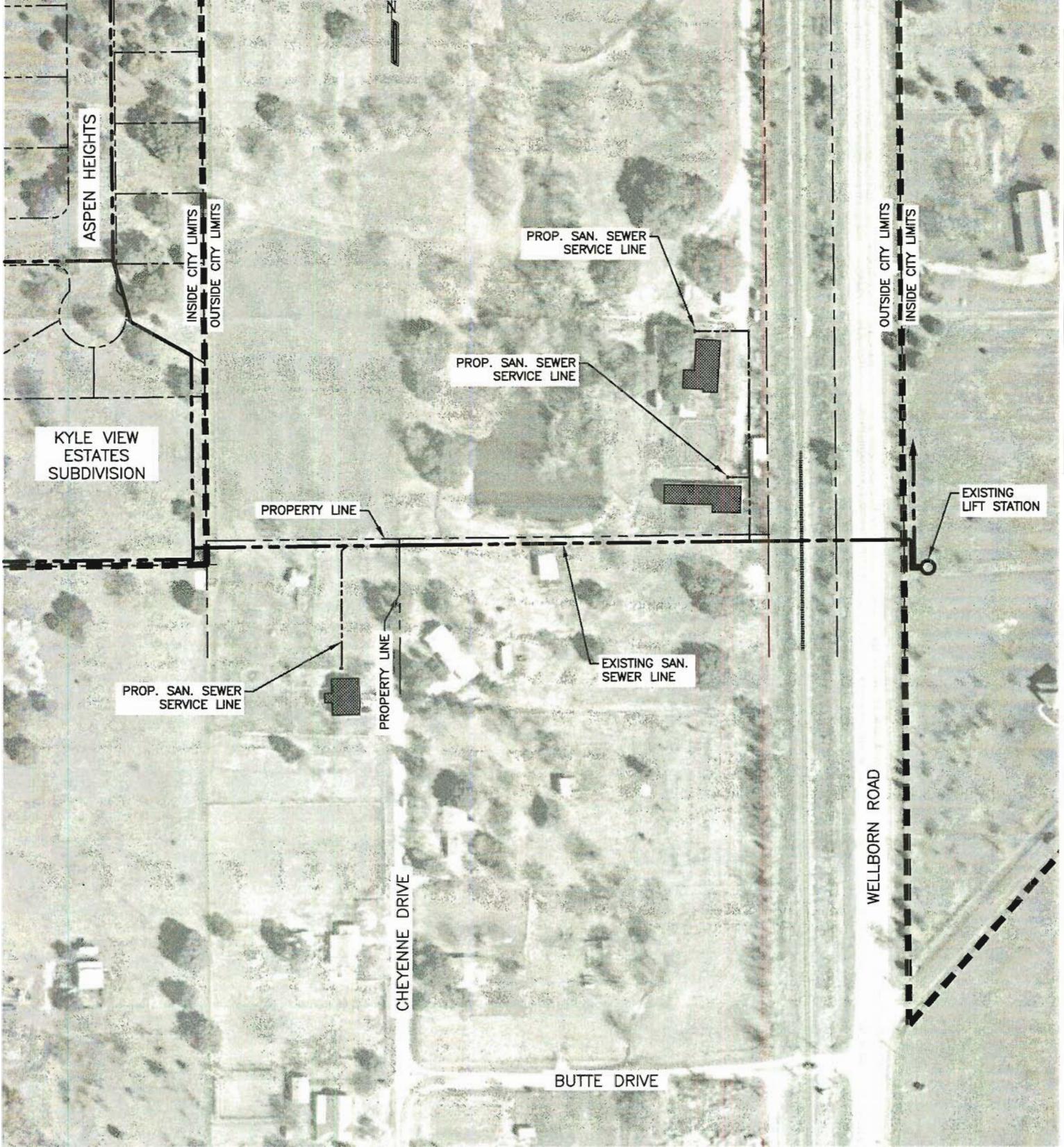
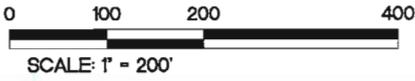
Mr. Coleman:

I am writing to request approval of a wastewater tap on the new city sewer line which was recently built across my property. I would like to be able to connect a house I own at **14310 Cheyenne Dr.** with the understanding that I will have to pay a tap fee to the City of College Station in addition to paying for a plumber to have my residence connected. The new sewer line crosses the lot on which this house sits.

This particular connection would only be utilized for existing plumbing and not for future structures. Please refer to the map I furnished which shows the details of the property in relation to the new sewer line. Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "Ed Thomas, Jr.", is written over a light blue rectangular background.

Edward E. Thomas, Jr.  
14222 Buggy Ln.  
College Station, TX 77845  
(979) 690-8600



REQUEST FOR SANITARY SEWER SERVICE  
 FOR ED THOMAS RESIDENCES  
 BRAZOS COUNTY, TEXAS

	<b>Bleyl &amp; Associates</b>	
	Project Engineering & Management	
	1722 BROADMOOR, STE. 210 BRYAN, TEXAS 77802 (979) 268-1125 PHONE (979) 260-3649 FAX	2251 N. LOOP 336 W CONROE, TEXAS 77304 (936) 441-7833 PHONE (936) 760-3033 FAX
	TEXAS BOARD OF PROFESSIONAL ENGINEERS: F-678	



NORTH GRAHAM RD  
RIDGEVIEW  
RIDGECREEK  
RIDGEWAY

SUNSET WY  
SUNSET TR

ALACIA CT

SUZANNE PLACE

HEADWATER LN

APRICOT GLEN

DENVER CT

ASPEN HEIGHTS

CAPSTONE DR

COLORADO CT

THOMAS

PALASOTA

CODY DR

POTTER LN

S DOWLING RD

CONNEL LN

I&GN RD

REDMAN LN

147

CHURCH ST

LIVE OAK ST

KOPPE BRIDGE RD

MCCULLOUGH RD

GUS ROY RD

ROYDER RD

HAZY MEADOW CT  
SILVER SPRINGS CT

POST OAK BEND BEND

REGAL OAKS DR

GREENS PRAIRIE TR

GREENTREE CR

WOODLAKE DR

SWEETWATER DR

BELMONT CR

PICADILLY CR RD  
WIMBLEDON CR

BARRON CUT-OFF RD  
BARRON RD

NORTON LN

MCFARLAND DR

PICADILLY CR RD  
WIMBLEDON CR

BARRON CUT-OFF RD  
BARRON RD

BARRON RD

RIVERS END DR

RENEE LN  
JAMEY LN

VICTORIA AV  
BARBETTA DR

WILLIAM D FITCH PW

NORHAM DR  
CARLISLE CT

BERWICK PL  
ROCKINGHAM Lp

CASTLEGATE DR

PARNELL DR

NEW ARK CR

GREENS PRAIRIE ROAD W

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN EXCEPTION TO THE CITY'S UTILITY EXTENSION POLICY TO ALLOW THE EXTENSION OF SEWER UTILITY SERVICES TO MR. EDWARD THOMAS AND MS. CAROLYN PALASOTA FOR HOMES ON CHEYENNE DRIVE, WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, the City of College Station adopted Resolution Number 02-09-2006-13.04 on February 9, 2006, which states in Part 1 "that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that purpose" and further states in Part 3 "That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases: For other governmental agencies through an interlocal agreement, For the purposes of economic development, or For health and safety reasons" (such resolution referred to hereinafter as the "City's Utility Extension Policy"); and

WHEREAS, Mr. Edward Thomas, homeowner at 14310 Cheyenne Drive, has requested an exception to the City's Utility Extension Policy for his home, located in the City's ETJ; and

WHEREAS, Ms. Carolyn Palasota, homeowner at 14309 Cheyenne Drive, has requested an exception to the City's Utility Extension Policy for her home, located in the City's ETJ; and

WHEREAS, the area of Cheyenne Drive is un-certificated, meaning that no sewer service providers hold a Certificate of Public Convenience and Necessity for wastewater service in this area; and

WHEREAS, under State law the City has the option to serve in an area that is un-certificated; and

WHEREAS, the City Council of the City of College Station previously approved exceptions to the City's Utility Extension Policy to provide sewer utility service to many home owners, based on improving the health and safety of the residents in the City's ETJ; now, therefore,

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

PART 1: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility services available to the home of Mr. Edward Thomas, 14310 Cheyenne Drive.

PART 2: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility service available to the home of Ms. Carolyn Palasota, 14309 Cheyenne Drive.

PART 3: That the City Council hereby requires that Mr. Thomas and Ms. Palasota are each responsible to extend sewer utility service to their respective home, as provided in the City's Utility Extension Policy.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**July 9, 2009**  
**Regular Agenda Item No. 9**  
**Appointment of citizens to various Boards and Committees**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding Council selection of applicants to various Boards and Committees.

Cemetery Committee

Construction Board of Adjustments and Appeals

Historic Preservation Committee

Parks and Recreation Board

Planning and Zoning Commission

Zoning Board of Adjustments

**Attachments:**

Notebook of Citizen Committee applications provided prior to meeting.

# Council Appointed Representatives

The following individuals are appointed by the City Council to represent the City of College Station on joint committees with other governmental agencies and community groups.

## **Arts Council of the Brazos Valley (College Station Representatives)**

Tom Wilkinson	Appointed 8/07	Reappointed till 10
John Happ	Appointed 8/07	Reappointed till 10
Lynn McIlhane	Appointed 8/07	Reappointed 7/08

## **Audit Committee**

Larry Stewart (Chair)	Appointed 7/08
James Massey	Appointed 7/08
Lynn McIlhane (vacant)	Appointed 7/08

## **Brazos County Health Department**

Lynn McIlhane (vacant)	Appointed 6/06	Reappointed 7/08
Ben White	Appointed 6/06	Reappointed 7/08

## **Brazos Valley Council of Governments Board of Directors**

Mayor Ben White

## **B/CS Metropolitan Planning Organization**

Mayor Ben White

## **BVSWMA Policy Advisory Board**

Lynn McIlhane vacant

Mayor Ben White

## **Comprehensive Plan Advisory Committee**

Dennis Maloney	Appointed 7/08
Larry Stewart (Alternate)	Appointed 7/08

## **Convention and Visitors Bureau**

Stephen Moore

Scott Shafer vacant

Dave Ruesink (Council Rep)

Reappointed 7/08

**Intergovernmental Committee**

James Massey (Chair)	Appointed 8/07	Reappointed 7/08
Dave Ruesink	Appointed 8/07	Reappointed 7/08
Larry Stewart	Appointed 7/08	

**Research Valley Partnership**

Ben White	Appointed 7/08
Dave Ruesink (alternate)	Appointed 7/08

**Sister Cities Association**

Dave Ruesink	Appointed 8/06	Reappointed 7/08
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**Transportation Committee**

Lynn McIlhaney (Chair) vacant	Appointed 8/06	Reappointed 7/08
John Crompton	Appointed 7/08	
Dennis Maloney	Appointed 7/08	
MPO Linda LaSuit	Created position 7/05	
TTI Dennis Christianson	Created position 7/05	
BVCOG Michael Parker	Created position 7/05	
TxDot Bryan Woods	Created position 7/05	

**Wolf Pen Creek Oversight Committee**

Dennis Maloney	Appointed 7/08
James Massey	Appointed 7/08
Larry Stewart (Alternate)	Appointed 7/08

**City/CSISD Subcommittee**