

Table of Contents

Agenda	3
2a - Minutes	
September 23, 2010 Workshop Minutes	7
September 23, 2010 Regular Minutes	14
October 6, 2010 Wellborn Special Minutes	22
October 6, 2010 Special Minutes	26
2b - Annual Curb, Gutter & Flatwork Price Renewal Agreement	
Coversheet revised	29
Renewal Acceptance	30
2c - Roadway Traffic Markings & Traffic Control Services	
Coversheet revised	34
Renewal Form for Highway Technology	35
Renewal Form for N-Line Maintenance	39
2d - Arts Council O&M Agreements	
Coversheet revised	42
Budget	43
2e - RVP Funding Agreement	
Coversheet revised	45
2f - CVB Funding Agreement	
Coversheet revised	46
Budget	47
2g - Animal Shelter Resolution	
Coversheet revised	50
Resolution.	51
Resolution.	52
2h - City of Bryan Retail Electric Franchise	
Coversheet revised	53
ordinance granting franchise to COB	54
Attachment A	66
2i - Multifamily/Commercial Recycling Franchise	
Coversheet revised	67
2j - Radio Rebanding Required by FCC – Motorola Contract Change Order	
Coversheet revised	68
Rebanding Change Order #1 to Motorola Contract	69
2k - Royder Road Participation Agreement College Station Independent School District and City of College Station	
Coversheet revised	72
Location map	73
2L - Nantucket Gravity Sewer Line Work Order Number WF1094676 Change Order	
Coversheet revised	74
Change Order.	75

Location map	76
2m - Food Waste Collection Franchise - Liquid Environmental Solutions	
Coversheet revised	77
2n - Food Waste Collection Franchise Amendment – Texas Commercial Waste	
Coversheet revised	78
No. 1 - Bond Refunding	
Coversheet revised	79
Resolution.	81
Ordinance.	84
No. 2 - Phillip's Square Rezoning	
Coversheet revised	135
Background	143
Maps	144
P&Z Minutes	146
Ordinance.	148
No. 3 - Water Reclamation Project (WF0995711) Construction Contract	
Coversheet revised	158
Resolution.	159
Location Map	160
Bid Tabulation.	161



Mayor

Nancy Berry

Mayor Pro Tem

John Crompton

City Manager

Glenn Brown

Council members

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Dave Ruesink

Agenda

College Station City Council

Regular Meeting

Thursday, October 14, 2010 at 7:00 PM

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.

- **Presentation in recognition of October as National Community Planning Month and recognition of the City's efforts at planning.**
- **Report from Sister Cities student group and presentation of gifts from the Mayor of Greifswald, Germany**
- **Proclamation naming October as Breast Cancer Awareness (BCA) Month.**

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 5:30 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. Comments should not personally attack other speakers, Council or staff.

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 September 23, 2010 Workshop and Regular Meetings and October 6, 2010 Wellborn and Special Council Meeting.

b. Presentation, possible action and discussion on the second and final renewal of bid #08-84 to Brazos Paving Inc. in an amount not to exceed \$411,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.

- c. Presentation, possible action, and discussion of contract renewals for the installation of roadway traffic markings and traffic control to Highway Technology of Austin, Texas in the amount of \$163,182.50 and, traffic control services to N-Line Traffic Maintenance of Bryan, Texas in the amount of \$18,706.25.
- d. Presentation, possible action and discussion on approving the budget of the Arts Council of Brazos Valley; and presentation, possible action and discussion on two (2) operations and maintenance funding agreements between the City of College Station and the Arts Council of Brazos Valley for FY11 totaling \$164,000.
- e. Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership for FY11 in the amount of \$300,000.
- f. Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY11 in the amount of \$1,057,000.
- g. Presentation, possible action and discussion approving a resolution authorizing expenditures for the Brazos Animal Shelter in the amount of \$169,512.90.
- h. Presentation, possible action, and discussion on the second reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station and certificated to Bryan by the Public Utility Commission of Texas.
- i. Presentation, possible action and discussion on the third and final reading of a franchise agreement with Professional Trash Valet, LLC dba Brazos Valley Trash Valet & Recycling for the collection of recyclable commodities from multifamily apartments and commercial businesses.
- j. Presentation, possible action, and discussion regarding approval of Change Order No. 1 for a contract with Motorola Inc. for equipment and services to support Rebanding of the City's 800MHz Radio System, decreasing the original contract of \$258,191.28 by \$20,473.00.
- k. Presentation, possible action and discussion concerning approval of a Participation Agreement concerning improvements to Royder Road and Greens Prairie Trail between College Station Independent School District (CSISD) and the City of College Station.
- l. Presentation, possible action, and discussion regarding a change order to the design contract (Contract No.07-263) with Mitchell and Morgan in the amount of \$4,240.00 for the Nantucket Gravity Sewer Line project.
- m. Presentation, possible action and discussion on the first reading of a franchise agreement with Liquid Environmental Solutions for the collection of food waste for the purpose of recycling.
- n. Presentation, possible action and discussion on the first reading of a franchise agreement amendment with Texas Commercial Waste to add the collection of food waste for the purpose of recycling to its agreement.

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. Presentation, possible action, and discussion on a resolution approving a preliminary official statement, and related material; and on an ordinance authorizing the issuance and sale of City of College Station, Texas General Obligation Refunding Bonds, Series 2010; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.
2. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 19.749 acres from A-O Agricultural Open and R-1 Single-Family Residential to PDD Planned Development District for multi-family, office, and general commercial uses, for 529 William D. Fitch Parkway, generally located on the north side of William D. Fitch Parkway, west of the Castle Rock Subdivision and wetlands mitigation area.
3. Presentation, possible action, and discussion regarding the approval of a construction contract (10-251) with Dudley Construction in the amount of \$2,122,819.10 for the Water Reclamation Phase 1 Project.
4. Adjourn.

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

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, October 14, 2010 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 11th day of October, 2010 at 2:00 p.m.

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on October 11, 2010 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 _____, 2010 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2010.

Notary Public – Brazos County, Texas

My commission expires: _____

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

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
SEPTEMBER 23, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles

City Staff:

Glenn Brown, City Manager
David Neeley, Assistant City Manager
Harvey Cargill, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:06 p.m. on Thursday, September 23, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

Items 2j, 2l, 2r, 2v, and 2x were pulled from the Consent Agenda.

2j. Mayor Berry thanked City staff for their conservation efforts as reflected in the Water Report.

2l. City Manager Glenn Brown reminded Council this was an item on the Workshop Agenda and would be discussed later.

2r. Chuck Gilman, Capital Projects, explained that Operations and Maintenance costs have been planned for throughout the design process. There are currently funds in the FY'11 budget for when the project comes on board. \$170,000 per year in additional costs has been estimated for

O&M. These costs are for the entire festival site. They have taken many steps to prevent any waste of water in the interactive water feature.

2v. David Gwin, Economic Community Development, explained this was on the Consent Agenda simply because it is a housekeeping matter to ratify an agreement.

2x. Alison Pond, Human Resources, reported the primary reasons for the decrease in our insurance premiums are safety education, a robust return-to-work program, and we have motivated employees. She acknowledged the Risk Management Team for their work and diligence on this project.

2. Presentation, possible action, and discussion regarding trends and issues for the 2011 Texas Legislative session.

Dan Shelley, state legislative lobbyist for College Station, reported on the upcoming legislative session. He doesn't expect many changes in the senate, and he cannot predict the house races, but it will probably stay republican. He noted there may be a republican challenge to the current speaker after the election. According to the polls, there is only one race that will be a race, and that will be the governor's race. No other state-wide officials should change.

There will be a new senator from El Paso, probably the county attorney, Jose Rodriguez. Pre-filing for legislation is November 8. The legislative session will begin January 8 and ends Memorial Day.

As for the budget, there will be an \$11 billion – \$18 billion deficit. There was a \$10 billion deficit this past session, and the Legislature raised fees and shifted deregulations to meet that short fall. The state does have a \$9 billion rainy day fund. He expects they will dip into that for education and transportation.

Cities need to be sure there are no unfunded mandates from Austin. Redistricting will kick into place when the final census numbers come in. That bill has to pass that bill by the last day of the session. If not, it then goes to the redistricting board and court review.

Not much happened over the summer, but on the senate side, the Lt. Governor made some changes in committee chairmanships.

3. Presentation, possible action, and discussion regarding the formation of the College Station Business Advisory Committee.

David Gwin, Economic Community Development, reminded the Council of their direction to staff to move forward and develop a draft work plan for a new Business Advisory Committee. Staff has developed a conceptual work plan, prepared a list of potential members, and drafted an enabling resolution.

The operating structure is advisory in nature, and the four main reasons why this entity is important are to 1) create jobs, 2) generate wealth, 3) enhance the tax base, and 4) improve the quality of life for residents. Initial startup costs will be absorbed in the FY'11 operating budget.

Proposed membership requirements include: up to a seven-member group, 2 year appointments, appointed by the City Council, and with extensive experience in the local business community. He presented to the Council a list of twelve potential members, representing a variety of professional specialties and/or affiliations.

He identified four key functions (with some overlap) to analyze and understand information; act as an idea sounding board; provide a broad perspective; and offer general support for economic development. The CSBAC will focus on communication, connection, recognition and strategic planning.

The communication function will include an annual business forum, a business directory, continuing education workshops, and a lecture series.

The connection function serves to link prospective and existing business stakeholders through a business mentor program, a business-to-business newsletter, networking events, and purchasing partnerships.

The recognition function seeks to provide a gesture of gratitude for service, leadership or innovation with an aspiring entrepreneurship program, a business recognition program and a business leaders' hall of fame.

The strategic planning function is to identify areas for future growth, re-evaluate incentives policies and offerings, outline future economic development goals, study the medical corridor, and better define the roles and objectives for the Research Valley Partnership and the Economic and Community Development Department.

The enabling resolution authorizes the creation of the committee, with up to seven members, for the purpose of providing advice and assistance to the City Council.

Council directed staff to focus on the strategy behind this and let the mechanics fall to those groups that already do this so well.

4. Presentation, possible action, and discussion regarding false alarms and possible strategies to reduce the number of police responses to false alarms.

Larry Johnson, Assistant Police Chief, reported false alarms are a nationwide problem. When an alarm is called in, one officer is dispatched to the location. 98% of the time these are false alarms. A letter is sent to business or resident to notify them of the false alarm. After five alarms, there is a \$50 fine assessed, and the information is sent to the accounting department. Each subsequent alarm after five false alarms (within a twelve-month period) is assessed \$50 each. His concern is that false alarms tend to breed complacency.

Staff recommendations are: 1) consider requiring alarm permits; 2) using a third party vendor to manage the alarm process; and 3) to adopt graduated fines for excessive false alarms.

Council consensus was to go with a third party vendor, adopt graduated fines for excessive false alarms, and come back to the Council regarding the number of “free passes”.

5. Presentation, possible action, and discussion regarding the use of cell phones while operating a motor vehicle, specifically as it relates to texting while driving.

Jeff Capps, Chief of Police, reported that car crashes are the number one cause of death for persons aged 3 – 34 years of age. There are more than 280 million wireless subscribers in the United States, and 11% of drivers at any time are using cell phones. Distracted driving includes all hand-held devices. “Inattention Blindness” is caused by the cognitive distraction of a cell phone conversation, and it is estimated that drivers using cell phones look but fail to see up to 50% of the information in the driving environment. Driver distractions have joined alcohol and speeding as leading factors in fatal and serious injury crashes. The National Safety Council estimates that 200,000 crashes each year are contributed to individuals texting while driving. Current state law restricts bus drivers, new drivers and teen drivers under the age of 17 from using cell phones while driving. Most recently, cell phone use in school zones was prohibited.

Possible challenges include: 1) additional funding needed for signage and an education campaign; 2) transient community we in with TAMU/Game Days, etc.; each city across the state is not uniform (we need state legislation); and city ordinance lacks consistency with state law as it relates to cell phone use in school (crosswalks) zones.

Council consensus is to strongly lobby our state legislators to do something about this on a state wide level.

6. Presentation, possible action, and discussion regarding a proposed amendment to the City’s smoking ordinance defining smoking-related medical or scientific research and adding it as an exception.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Lyles, the City Council voted five (5) for and none (0) opposed, to approve an amendment to the City’s smoking ordinance defining smoking-related medical or scientific research and adding it as an exception. The motion carried unanimously.

7. Council Calendar

- **October 1 Dedication of the War for Texas Independence Memorial on the Lynn Stuart Pathway at Veterans Park and Athletic Complex, 10:00 a.m.**
- **October 5 National Night Out at the CSPD *front door entrance, 5:00 p.m.**
- **October 6 Special Meeting - COCS Council and Citizens for Wellborn at Wellborn Community Center - 4119 Greens Prairie Road W., 4:00 p.m.**
- **October 6 Special Meeting in the Administrative Conference Room, 6:00 p.m.**
- **October 12 84th Annual Transportation Short Course Luncheon at The Zone Club @ Kyle Field, 12:00 p.m.**

- October 14 Council Workshop/Regular Meeting in Council Chambers, 3:00 and 7:00 p.m.
- November 11 Dedication of the Korean War Memorial on the Lynn Stuart Pathway, Veterans Park, 4:00 p.m.
- November 11 Reading of the Names at the Veterans Memorial, Adams Plaza, Veterans Park, 6:00 p.m.
- November 11 Veterans Memorial Day Ceremony at the American Pavilion, Veterans Park, 7:00 p.m.

Additional meetings are:

- September 27 Barron Road Ribbon Cutting
Mark Smith Retirement Reception
- November 10 Regular Council Meeting (moved due to Veteran's Day)

8. Presentation, possible action, and discussion on future agenda items: a Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Councilmember Crompton remarked that the neighborhood overlay is too rigid and needs tweaking.

Councilmember Fields concurred to take another look at the overlay process and also requested to take another look at the bid process.

9. Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BWWACS, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).

Mayor Berry reported on the Mayor's Development Forum and stated a sub-committee has been appointed to review the UDO. She also attended the County Health Board meeting, and they adopted the budget.

Councilmember Lyles also reported on the Health Board meeting and noted that all entities participated at the same levels as last year; they also received education on septic systems.

Kenny Mallard was reappointed as chair. Regarding the Arts Council, she reported that the Council will be hearing back regarding the lease back. Also, the benchmarking program is coming along. She also attended an event celebrating the arts this week.

Councilmember Maloney reported the Transportation Board cancelled due to the lack of a quorum. He reported that the design for Wolf Pen Creek was shown and is under the \$3 million budget. The bid documents will be ready to go out in November after Council approves it.

Councilmember Crompton reported the Mayor's Development Forum has backed off the road development fees because they need a full tool kit to see how to finance roads.

10. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 5:30 p.m. on Thursday, September 23, 2010 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation regarding:

- City of Bryan's application with TCEQ for water and sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan.
- Water CCN/2002 Annexation/Wellborn Water Supply Corporation.
- Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhane, and Ben White.
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- Clancey v. College Station, Glenn Brown, and Kathy Merrill.
- Rachel Rahn v. Alma Martinez; The Arkitex Studio, Inc.; Charles Burris, AIA; Dr. Elton Abbott, AIA; and City of College Station, Texas: Cause No. 09-000656-CV-361, in the District Court of Brazos County, Texas, 361st Judicial District.

B. Consultation with Attorney to seek legal advice regarding:

- Discussion of Legal Issues; to wit: Wellborn Incorporation Request.
- Contemplated litigation; to wit: Legal remedies available to abate weeds, rubbish, brush and other unsanitary matter from a lot in the College Hills residential area.

C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager.

The Executive Session adjourned at 7:00 p.m. on Thursday, September 23, 2010.

Action on Executive Session or any workshop item not completed or discussed in the workshop meeting may be discussed in the following Regular Meeting, if necessary.

11. Adjournment

MOTION: There being no objection, Mayor Berry adjourned the workshop of the College Station City Council at 8:39 p.m. on Thursday, September 23, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 23, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles

City Staff:

Glenn Brown, City Manager
David Neeley, Assistant City Manager
Harvey Cargill, City Attorney
Sherry Mashburn, City Clerk
Tanya McNutt, Deputy City Clerk

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:05 p.m. on Thursday, September 23, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Pledge of Allegiance, Invocation, consider absence request.

- **Presentation and update on Police Officer Tracy Sheets' recovery process**

Police Chief Capps updated the Council on Officer Tracy Sheets' recovery. Officer Sheets has had four surgeries and rehabilitation. Officer Sheets came forward to thank the Council for their support. Officer Sheets was honored with a standing ovation.

- **Recognition of Mark Smith for his 30 years of service to the City of College Station**

City Manager Glenn Brown recognized long-time city employee, Mark Smith, on the occasion of his retirement. He has been with the City for over thirty years. He moved up through the ranks

and became the Director of Public Works in 1993. Whatever he has been asked to do, he has stepped forward and served the City and the community well. He is beginning a new career at the San Jacinto River Authority as the Ground Water Reduction Program Manager.

- **Citizen Comments**

Jim Murphrey, 1015 Francis Drive, came to speak about the neighborhood Prevailing Overlay. He stated that he had never heard of the College Hills Neighborhood Association and is still in the dark about what that is. We are in the finest city in the world; we have a great staff, and we are getting a better council and mayor. The citizens have worked hard to get going in that direction. He has property on Ashford, approximately 1.25 acres, and hopes nothing happens to take away his right to develop it to its potential. The City should not tell him he cannot do that. There have been some fiascos in the past and hopes this City Council and staff will work on priority projects and do away with these petty things like tonight. We don't want to have to vote this down like we did on city hall and the red lights. The Council should be here to serve and not to control.

Kathleen O'Reilly, 1118 Ashford, reported that in 2009 a dozen people initiated a drive to preserve the neighborhood and followed the process required by the city exactly. They collected signatures and paid the processing fee. Since then there has been a flurry of activity and misinformation. They withdrew the application to alleviate the pressure of a City Council meeting deadline. However, there is still strong support for the overlay. The speakers tonight are people who live in the neighborhood. She requested the Council to not dismiss the concerns of the citizens. They are counting on the City to provide the tools they need.

Stephen Miller, 906 Munson, said he is sympathetic to the idea of planning to control life in the neighborhood, but nothing can happen in that neighborhood as long as Munson remains a throughway for over 7,000 vehicles daily. The overlay district restrictions do no good for those owners of acreage along Munson. Other streets are insulated from it; the people on Munson are not. After the failure of controlling the traffic on Munson, one homeowner turned his home into a stockade.

Ginny West, 1203 Ashburn, stated that as one of the organizers of the effort, the desire to preserve the neighborhood is alive, well and strong. She told potential signers she was interested in protecting the neighborhood. She noted the overlay has serious problems that deserve a second look. Some feel the restrictions punish the people they are designed to protect. Not only does the overlay have problems, but the process is lengthy, arduous and expensive. If the NPO does not work for a neighborhood like ours, then find one that does.

Dr. Tim Hall, 1044 Rose Circle, stated the neighborhood is well worth preserving. He is pleased the speakers are asking for more time to address this correctly. College Hills is close to town and adds to the value of the city as a whole.

Brooke Woodruff, 1118 Ashburn, urged the Council to continue to look for ways to protect older neighborhoods. She likes to imagine the integrity of the neighborhood will remain for generations to come. Accommodations must be made to address all perspectives.

Gary Halter, 1204 Ashburn, stated that he was one that worked on this, and he spent lot of time on this. They had neighborhood meetings, passed out the draft ordinance, and collected signatures. However, vigilante groups went around and lied about the ordinance and caused some people to remove their signatures. He asked how can you unsign something?

Mike Stephenson, 1005 Ashburn, said he one of those who unsigned. He is still in favor of the overlay, but is now on the fence based on information he received from the planning office. He stated that he trusts his neighbors more than he trusts the City. He noted that in thirty years there will have been seven different mayors, but his neighbors will still be there. Once these issues have been clarified, he will be back on board.

Pam Matthews, 1204 Marsteller, stated that she moved into College Hills to invest in her family's future. She was drawn by the history and the location. She would like to see the character of the neighborhood protected.

Charles Vesperman, 1207 Ashburn, told the Council there is not another place like this neighborhood in College Station. The Council has to do something or this one of a kind neighborhood will disappear. He asked the Council to help them preserve their neighborhood.

Dennis Berthold, 1204 Marsteller, reported that he has put more into the house than he paid for it. He noted the community of College Hills woodlands been there since the 1940's. The neighborhood wants to maintain its integrity, and its residents should be empowered to make the changes. His home has a historical designation; this neighborhood represents honoring the past. He is willing to work with others to achieve this end.

James Baker, 1119 Ashburn, reported he has lived there thirty years and has invested over \$130,000 over the past thirty years. He cares deeply about this neighborhood and donated 1.5 acres to city as woodlands. He is strongly in favor of anything to preserve it. When he was approached to sign, he signed, and then withdrew because he found out from the City that a person could not put in a two-story house. A person can only build up to the median of what exists in your block face. That means that or less. Every time you build less, then the median re-sets, and over time they will have smaller and smaller lot sizes and houses. Asking them to give up their property rights does not solve anything. The charm of their neighborhood is their diversity.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for City Council meetings on September 9, 2010 and September 13, 2010.

2b. Presentation, possible action and discussion on the second reading of a franchise agreement with Professional Trash Valet, LLC dba Brazos Valley Trash Valet & Recycling for the collection of recyclable commodities from multifamily apartments and commercial businesses.

- 2c. Presentation, possible action, and discussion on the third reading of a five (5) year franchise agreement with Texas Commercial Waste for the collection, processing, and marketing of recyclable materials for an annual cost of approximately \$576,420.**
- 2c. Presentation, discussion and possible action regarding renewal of an annual price agreement with Ergon Asphalt & Emulsions to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$60,000.**
- 2d. Presentation, possible action and discussion of an ordinance amending Chapter 3, "Building Regulations", Section 2, "Right-Of-Way Maintenance", of the Code of Ordinances.**
- 2e. Presentation, possible action, and discussion on the FY 2010-2011 BVSWMA, Inc Proposed Budget.**
- 2f. Presentation, possible action, and discussion on the first reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station and certificated to Bryan by the Public Utility Commission of Texas.**
- 2g. Presentation, possible action, and discussion of an Agreement for Common Use of Distribution Poles and Transmission Structures.**
- 2h. Presentation, possible action, and discussion regarding the first renewal of a contract with DXI Industries Inc. for the purchase of bulk liquid chlorine, not to exceed \$77,220 per year.**
- 2i. Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.**
- 2j. Presentation, possible action, and discussion regarding approval of Change Order #3, in the amount of \$25,056.68 to contract 09-306 with HDR Engineers, Inc., for additional professional services needed to develop our Wastewater Master Plan and the transfer of \$25,056.68 from wastewater contingency to this project.**
- 2k. Presentation, possible action, and discussion regarding the formation of the College Station Business Advisory Committee.**
- 2l. Presentation, possible action, discussion, and approval on awarding Bid No. 10-79 for the purchase of five distribution circuit breakers for the Electric Utility to WESCO Distribution, Inc. in the amount of \$101,490.00.**
- 2m. Presentation, possible action, and discussion regarding approval to purchase Police Department's Electronic Citation Replacement Equipment, hand held units from Advanced Public Safety (APS) for an amount not to exceed \$66,459.35.**

2n. Presentation, possible action, and discussion regarding a Renewal Agreement for a Landscape Maintenance Service Contract for thirty (30) sites comprised of parks, streets, open space, and greenways with Landscapes, USA. This renewal will be on a month-to-month basis, with monthly payments based upon the Fiscal Year 2011 annual amount of \$250,998.63. Monthly payments are not to exceed \$20,916.55.

2o. Presentation, possible action, and discussion regarding a Renewal Agreement for a Landscape Maintenance Service Contract for seventeen (17) sites comprised of various municipal facilities with Rainbow Gardens Nursery. This renewal will be on a month-to-month basis, with monthly payments based upon the annual Fiscal Year 2011 amount of \$113,904. Monthly payments are not to exceed \$9,492.00.

2p. Presentation, possible action and discussion regarding approval of Contract 10-272 to Black & Veatch Corp. to perform engineering analysis and a coordination study on the CSU Electric transmission system in conjunction with Brazos Electric Cooperative and BTU for an amount not to exceed \$71,500.

2q. Presentation, possible action, and discussion approving a resolution authorizing the use of competitive sealed proposals (CSP) as the delivery method for the Wolf Pen Creek Water Feature and Festival Area project.

2r. Presentation, possible action and discussion to authorize expenditure of funds for FY'11, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000.

2s. Presentation, possible action, and discussion regarding the award of Bid #10-89 for steel distribution poles (Group A & B) to TransAmerican Power for \$176,005.00, fiberglass composite poles (Group C) to HD Supply for \$89,540.00, and concrete pole (Table A-1 & A-2) to Texas Electric Coop for \$260,530.00. Total expenditure is \$526,075.00. Group D item will not be awarded.

2t. Presentation, discussion, and possible action regarding the consent for Assignment and Assumption of Contract 10-149 to Osmose Utilities Services, Inc. for Wood Pole Treatment and Inspection services.

2u. Presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to add Section J. "Lodge Street Parking" for the implementation of a No Parking Zone during times in which the street becomes two-way for vehicular traffic.

2v. Presentation, possible action, and discussion regarding a proposed amendment to the City's smoking ordinance defining smoking-related medical or scientific research and adding it as an exception.

2x. Presentation, possible action, and discussion regarding City of College Station Property/Casualty, Excess Liability and Workers Compensation Insurance Policies for

Fiscal Year 2011. FY11 premiums have decreased 22% from FY10 premiums. With the addition of Auto Property Damage coverage, the net decrease in premiums is 14% over FY10 premiums. Council action is required to reject responses received from RFP 10-85, as replaced by RFP 10-94.

2y. Presentation, possible action and discussion to approve a resolution not to exercise Contract Number 09-092 renewal option #3 with Standard Insurance Company for long term disability benefits.

2z. Presentation, possible action and discussion approving a resolution to terminate the CVS Caremark Prescription Drug Benefits contract, #08-213, effective January 1, 2011, without cause and without penalty, according to the terms of the contract.
Item 2f was pulled from the Consent Agenda.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Lyles, the City Council voted five (5) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of College Station, Texas, specifically zoning 115.14 acres along Munson Avenue, Marsteller Avenue, Woodland Parkway, Ashburn Avenue, Rose Circle, and Holt Street between Lincoln Avenue and Gilchrist Avenue with Neighborhood Prevailing Overlay.

Bob Cowell, Planning and Development Director, reported that the applicant had withdrawn their application for a Neighborhood Prevailing Overlay.

2. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 152 square foot portion of right-of-way located at 406 Boyett Street and a 207 square foot portion of right-of-way located at 407 Second Street.

At approximately 7:45 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:47 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Crompton, the City Council voted five (5) for and none (0) opposed, to adopt the ordinance vacating and abandoning a 152 square foot portion of right-of-way located at 406 Boyett Street and a 207 square foot portion of right-of-way located at 407 Second Street. The motion carried unanimously.

3. Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the

City of College Station, Texas having the effect of raising rates for water service and wastewater service.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to adopt the ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for water service and wastewater service. The motion carried.

4. Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service" of the Code of Ordinances of the City of College Station, Texas having the effect of raising revenues for electric services approximately six percent (6%).

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Lyles, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to adopt the ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service" of the Code of Ordinances of the City of College Station, Texas having the effect of raising revenues for electric services approximately six percent (6%). The motion carried.

5. Presentation, possible action, and discussion regarding an ordinance approving an increase in rates for Atmos Energy pursuant to the Rate Review Mechanism tariff approved in 2008.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Fields, the City Council voted five (5) for and none (0) opposed, to adopt the ordinance approving an increase in rates for Atmos Energy pursuant to the Rate Review Mechanism tariff approved in 2008. The motion carried unanimously.

6. Presentation, possible action, and discussion on a Construction Manager at Risk (CMAR) contract with Bartlett Cocke, L.P. for the Fire Station No. 6 project for a not to exceed amount of \$6,000,000.00.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Crompton, the City Council voted five (5) for and none (0) opposed, to approve the Construction Manager at Risk (CMAR) contract with Bartlett Cocke, L.P. for the Fire Station No. 6 project for a not to exceed amount of \$6,000,000.00. The motion carried unanimously.

7. Presentation, possible action, and discussion regarding the City's appointments to the Brazos Animal Shelter's Board of Directors.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Maloney, the City Council voted five (5) for and none (0) opposed, to reappoint Judy LeUnes and Assistant Chief Larry Johnson, per staff recommendation. The motion carried unanimously.

8. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the regular session of the College Station City Council at 8:15 p.m. on Thursday, September 23, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
CITY OF COLLEGE STATION
OCTOBER 6, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

City Staff:

Sherry Mashburn, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 4:15 p.m. on Wednesday, October 6, 2010 in the Wellborn Community Center, 4119 Greens Prairie Road W., College Station, Texas.

2. Presentation, possible action, and discussion regarding issues related to the request from Citizens for Wellborn for consent to incorporate.

Mayor Berry thanked Wellborn for hosting the meeting and stated that the City of College Station City Council wanted to help make Wellborn the kind of community its citizens want it to be.

Jane Cohen, Citizens for Wellborn said it is important to have an open discussion of all possibilities and began the presentation. She reported that the initial Wellborn request to preserve historic Wellborn was in February 2010. The city requested a meeting; however, it was not received until just before the date, and there was no time to get people together. She felt the meeting request was a publicity gimmick just before the election and did not appreciate it. The initial request was never responded to. There was another petition that 1,500 College Station residents signed, requesting to let Wellborn vote. City staff said this was a Wellborn petition, but it was not.

Ms. Cohen reported that she had done an Open Records Request, and City Attorney Cargill said it was a phony demand. She asserted that College Station did not comply with state law. Her complaints regarded Mr. Cargill's memo, dated February 23, referencing two ordinances that she has not seen; Adam Flaco's letter to the State Attorney General; and the transcript of the March 30 meeting. She also noted that Mayor Berry gave a directive to Council to not respond. An incorrect email address was used in a response; and therefore no response was given to the College Station citizens who presented the petition. She complained that the City Attorney remarked to the Wellborn attorney that Wellborn incorporation would only happen over his dead body, and the City Planner had stated that, as a City Planner, he would never recommend allowing incorporation. She was told that the City did not respond because Wellborn was suing the City and stated that Wellborn was not suing the City. She reported that three different groups have approached her about recall petitions, but she told them that she could not do that.

A brief overview was given about historic Wellborn. The railroad gave three acres for a cemetery and church, and in 1868 the post office was established. Wellborn was platted and recorded at the county courthouse in 1894. Wellborn has been here for many years, and they do not want to see it wiped off the map. At one time, the community had 400 people, but those numbers declined when the railroad moved north to Bryan. They are proud of their community and want to keep it as Wellborn, Texas.

Regarding College Station's response to the 1,500 College Station signatories on the petition, there is a fundamental constitutional issue at stake. They disagree with the Chief Justice that heard the Writ of Mandamus and feel there should not be any jurisdiction of any kind where elected officials can put into place rules over those who cannot vote. It was noted that, as a Council, the City can dictate procedure and policy, but Wellborn residents cannot vote. Legally, the City does not have to grant the citizens of Wellborn anything, morally, they should. The people who live in Wellborn deserve the right to vote on whether or not they want to incorporate. It is not certain this would pass if taken to a vote once the obligations become known. However, if such a vote was held, then Wellborn would go away feeling they had been given a chance for their say. Otherwise, there will forevermore be rancor against College Station. There needs to be that debate on whether to incorporate or not. They want to pursue this in order to preserve the historical identity of Wellborn. Otherwise, sometime in the future, Wellborn will no longer exist. They want to protect and conserve the resources they have acquired that allow them to live the way they want to live. It has been said they don't want to pay taxes. That reason is wrong; if they incorporate, they will have to pay taxes. It was noted that in a month, there will be the biggest upheaval in the history of the United States because the politicians have ignored the wishes of the people. This election will come down as a referendum on whether or not they have been listening to the people. They cannot ignore the people who have elected them. Council was asked what it was they are so afraid of that they will not allow this request to go forward. If there is a real threat, then maybe it can be worked through. There is a question of fairness to allow people to exercise their fundamental right to vote.

Citizens for Wellborn asserted that the map is not a College Station decision. Staff has said that Wellborn is not a community, and the county judge would not order the election. It was stated that the map extends beyond the core area with residents spread out over an area connected by county roads with five miles between residents. They reported that state law only gives College

Station the right to decide whether the citizens are allowed to vote on this. Only if the City Council approves an ordinance granting the election, can the Wellborn residents vote. They asserted that they are not impeding roads, and they are not in a flood plain. State law requires a minimum of 201 residents within a 2 square mile area with an application signed by at least 50 qualified voters. Communities with a population of 2,001 – 4,999 are limited to four square miles in the initial incorporation.

Regarding extraterritorial jurisdiction (ETJ) statutes, Chapter 42 of the Local Government Code, states the purpose of the ETJ is to allow a city to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the city. The 2010 Texas Republican Party platform says that annexation proceedings should guarantee that the residents of an annexation may vote on the annexation and voters of the jurisdiction proposing the annexation must authorize the proposal. This is a prime example of our representatives saying people have right to vote on their future.

This request provides some advantages to College Station. It encourages College Station to develop in College Station and not in the ETJ; it balances the city codes so developers will build in College Station (College Station is built out at 62%). Homes that will be annexed must have a \$400,000 valuation to break even on providing services, and in fact will cost College Station residents. Excessive annexation by College Station dilutes services – emergency, fire and police – creating a health and safety issue for all city residents. What is historical is the lifestyle they have in Wellborn, and the greatest advantage is for us to be good neighbors. It will save taxpayers money; improve the gateway to College Station more quickly; improve the reputation of College Station by doing what's right; improve the desirability of the overall community to prospective businesses; and increase community pride. Staff says Wellborn is incorrectly playing on the sympathies of College Station residents, and the citizens of Wellborn are not including their own. Residents of other cities know this is a bad idea, and College Station residents will pay. In cases like Wellborn, those residents should be given the chance to vote. Council was asked if they want to be the poster child for bad cities during the 2011 legislative session? Wellborn is prepared to let state senators and representatives know they will testify against cities as a whole and College Station in particular.

They handed out a draft ordinance, adapted from other cities that have done this. They reiterated the City is not being asked to vote on Wellborn's incorporation; the City is being asked to allow the democratic process to proceed.

Mayor Berry stated that the voices of Wellborn are being heard. Their desire is same as the City's; we want to make sure Wellborn stays Wellborn and protect their rural way of life. The City also wants to preserve the physical integrity and history of Wellborn, and protect their resources. She noted that the petition was not a question of whether the signatures were valid; it was a question of whether a petition was the way to proceed. She asked rhetorically, what do we need to do, and answered we can do any kind of zoning they want (like a Wellborn historical district); we can have building codes; whatever they don't have in the county, they can do in the city. The Mayor reiterated that the City and Wellborn have the same goals and what needs to be discussed now is the vehicle to achieve those goals.

Citizens for Wellborn stated they have not seen an alternative map consistent with state law that will allow them to vote. Councilmember Fields asked them to come up with their own alternatives to preserve Wellborn. There is no perfect win-win given the different perspectives. He asked if the ability to request a non-annexation agreement an alternate option. No changes in the fundamental land use can occur or the land is automatically annexed. The response was that Citizens for Wellborn would like to see the City prepare an document outlining those alternatives. The Mayor asked what other vehicles might be out there. She also said the options could be a menu selection – one from column A, two from column B, etc.

The Mayor was asked what is it about the Wellborn incorporation that the City fears. The Mayor responded, if all their objectives are met, then what is it they fear about College Station annexation? They replied that annexation would ultimately result in the dissolution of Wellborn. They stated they trust the group at the table today, but they don't know who is coming down the road.

Councilman Maloney pointed out that Wellborn has changed drastically since 1970; they cannot stop growth. He presented several options for consideration: 1) have a historic district with as draconian requirements as needed; 2) form an HOA and have as strict or as lax rules as they want; 3) create an historic overlay; 4) create development corridors to manage growth; and 5) have a non-annexation agreement that lasts forever until they decide to change the land use.

No action was taken by the City Council.

3. Adjournment

MOTION: There being no objection, Mayor Berry adjourned the Special Meeting of the College Station City Council at 5:40 p.m. on Wednesday, October 6, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
CITY OF COLLEGE STATION
OCTOBER 6, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

City Staff:

Glenn Brown, City Manager
David Neeley, Assistant City Manager
Harvey Cargill, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 6:10 p.m. on Wednesday, October 6, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Presentation, possible action and discussion regarding approval of a real estate contract between the City of College Station and the College Station Independent School District for the purchase of approximately 30.30 acres in the Thomas Carruthers League Survey Abstract 9.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Ruesink, the City Council voted six (6) for and none (0) opposed, to approve the real estate contract between the City of College Station and the College Station Independent School District for the purchase of approximately 30.30 acres in the Thomas Carruthers League Survey Abstract 9. The motion carried unanimously.

3. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney and §551.074-Personnel, the College Station City Council convened into Executive Session at 6:14 p.m. on Wednesday, October 6, 2010 in order to continue discussing matters pertaining to:

Litigation Consultation with Attorney {Gov't Code Section 551.071}; possible action

- a. City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- b. Water CCN / 2002 Annexation / Wellborn Water Supply Corporation
- c. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- d. Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- e. Clancey v. College Station, Glenn Brown, and Kathy Merrill
- f. Rachel Rahn v. Alma Martinez; The Arkitex Studio, Inc.; Charles Burris, AIA; Dr. Elton Abbott, AIA; and City of College Station, Texas: Cause No. 09-000656-CV-361, In the District Court of Brazos County Texas, 361st Judicial District

Legal Advice Consultation with Attorney {Gov't Code Section 551.071}; possible action

- a. Discussion of Legal Issues Regarding: Wellborn Incorporation Request
- b. Contemplated Litigation, Legal remedies available to abate weeds, rubbish, brush and other unsanitary matter from a lot in the College Hills residential area.

Personnel {Gov't Code Section 551.074}; possible action

The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Secretary
- b. City Manager
- c. City Attorney

The Executive Session adjourned at 9:43 p.m. on Wednesday, October 6, 2010.

4. Action on Executive Session.

No action was required from Executive Session.

5. Adjournment

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Fields, Mayor Berry adjourned the Special Meeting of the College Station City Council at 9:45 p.m. on Wednesday, October 6, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

October 14, 2010
Consent Agenda Item No. 2b
Annual Curb, Gutter & Flatwork Price Renewal Agreement

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

Agenda Caption: Presentation, possible action and discussion on the second and final renewal of bid #08-84 to Brazos Paving Inc. in an amount not to exceed \$411,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.

Recommendation(s): Staff recommends renewal of the annual blanket order to Brazos Paving Inc. in the amount not to exceed \$411,000.00 annually.

Summary: Maintenance of flatwork, curbs and gutters is contracted on an as needed basis, by the Public Works Department and College Station Utilities. This is the second and final renewal of two optional renewals of the annual blanket order awarded in bid #08-84.

Budget & Financial Summary: Funding for this service comes from the operating budgets for streets, drainage and utility maintenance.

Attachments:

1. Renewal Letter

RENEWAL No. 2 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid no. 08-84 (Contract No. 08-278), for concrete flatwork, curb and guttering services in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for a one year period beginning October 6, 2010 through October 5, 2011, the total amount of the contract is \$411,000.00.

BRAZOS PAVING, INC.



AUTHORIZED REPRESENTATIVE

9/9/10

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

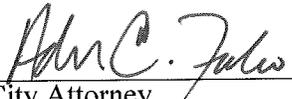
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

STATE OF Texas CORPORATE ACKNOWLEDGMENT
COUNTY OF Brazos

This instrument was acknowledged on the 9 day of September, 2010
by Billy Prewitt in his/her capacity as Asst. Corp Sec. of
Brazos Paving, Inc., a Texas Corporation, on behalf of said corporation.



Lori Marberry
Notary Public in and for the
State of Texas

STATE OF TEXAS ACKNOWLEDGMENT
COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2010,
by _____, in the capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



**SPECIFICATIONS FOR
ANNUAL BLANKET ORDER OF
CONCRETE CURB/GUTTER & FLATWORK
BID #08-84**

BID OPENING DATE: AUGUST 5, 2008 @ 2:00 P.M. CST

Bids will be received at the City of College Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until August 5, 2008 at 2:00 p.m. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to Cynthia Sciulli, C.P.M., Buyer, (979) 764-3437. **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

INTRODUCTION

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

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

SPECIFIC TERMS AND CONDITIONS

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

Collusion

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

Communication

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

Confidentiality

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

Delivery

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

Exceptions

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

Extension of Contract

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms [three (3) years total]. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Financial Condition

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

Fiscal Funding

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

Forms

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

Indemnification

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

October 14, 2010
Consent Agenda Item No. 2c
Roadway Traffic Markings & Traffic Control Services

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

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

Recommendation(s): This is a two part contract renewal.

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

The total amount of the renewals is \$181,888.75

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

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

Attachments:

1. Renewal Form for Highway Technology
2. Renewal Form for N-Line Maintenance

RENEWAL No. 1 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid no. 09-82 (Contract No. 09-266 (A)), for traffic pavement striping and marking services in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for a one year period beginning October 19, 2010 through October 18, 2011, the total amount of the contract is \$163,182.50.

HIGHWAY TECHNOLOGIES, INC.



AUTHORIZED REPRESENTATIVE
Kevin Prince, Operations Manager

9/16/10

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

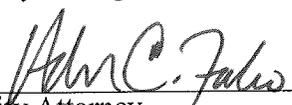
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

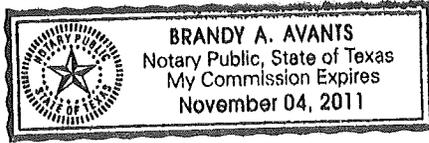
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF TRAVIS

This instrument was acknowledged on the 16th day of September, 2010
by Kevin Prince in his/her capacity as Operations Manager of
Highway Technologies, Inc, a TEXAS Corporation, on behalf of said corporation.



Brandy A. Avants
Notary Public in and for the
State of TEXAS

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2010,
by _____, in the capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



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

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

BID #09-82

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

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

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

INTRODUCTION

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

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

DEFINITIONS, TERMS AND CONDITIONS

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

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

CITY OF COLLEGE STATION – Same as City.

Delivery

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

Electronic Documents

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

Exceptions

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

Extension of Contract

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

Financial Condition

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

Fiscal Funding

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

Forms

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

Indemnification

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

Independent Contractor

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

Interlocal Agreement

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

Notification

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

RENEWAL NO. 1 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid #09-82 (Contract #09-266 (B)) for "Annual Agreement for Traffic Pavement Striping & Marking Services (Section B)", in accordance with all terms and conditions previously agreed to and accepted.

I understand this purchase order will be for the period beginning October 19, 2010 through October 18, 2011 for the total contract amount of \$18,706.25.

N-LINE TRAFFIC MAINTENANCE, LP

[Signature]
AUTHORIZED REPRESENTATIVE

9.22.10
DATE

CITY OF COLLEGE STATION

APPROVED:

City Manager

DATE

[Signature]
City Attorney

N/A
DATE

Chief Financial Officer

DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 22nd day of Sept., 2010,
by Pat England in her capacity as president of
N-line Traffic Maint., a TEXAS Corporation, on behalf of said corporation.



[Signature]
Notary Public in and for the
State of Texas



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

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

BID #09-82

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

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INTRODUCTION

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

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

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Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:
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Delivery

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

Electronic Documents

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

Exceptions

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

Extension of Contract

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

Financial Condition

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

Fiscal Funding

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

Forms

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

Indemnification

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

Independent Contractor

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

Interlocal Agreement

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

Notification

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October 14, 2010
Consent Agenda Item No. 2d
Arts Council of Brazos Valley Budget and Funding Agreements

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on approving the budget of the Arts Council of Brazos Valley; and presentation, possible action and discussion on two (2) operations and maintenance funding agreements between the City of College Station and the Arts Council of Brazos Valley for FY11 totaling \$164,000.

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

Summary: As part of the 2010-2011 budget process the City Council approved operations and maintenance funding for the Arts Council of Brazos Valley in the amount of \$164,000.

Of this amount, \$75,000 is from the General Fund for operations and maintenance of the Arts Council. \$89,000 is from the Hotel Tax fund for operations and maintenance associated with the administration of Hotel Tax funds. This item is for the consideration of the 2 funding agreements.

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

The Affiliate contract in the amount of \$200,000 will come back to the City Council for consideration in the near future.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2010-2011 General Fund budget in the amount of \$75,000 and the Hotel Tax Fund budget in the amount of \$89,000.

Attachments:

1. Arts Council of Brazos Valley Budget
2. Arts Council of Brazos Valley General Fund Funding Agreement (available in City Secretary's Office)
3. Arts Council of Brazos Valley Hotel Tax Fund O&M Funding Agreement (available in City Secretary's Office)

Account	2010-2011 Proposed Budget	2009-2010 Approved Budget
430 · Contributed Income		
431 - Membership Dues	\$ 23,500.00	\$ 32,200.00
432 - Fundraising events (contribution)	\$ 24,370.00	\$ 11,300.00
433 - Government Grants	\$ 441,250.00	\$ 507,935.00
434 - Foundation & Trust Grants	\$ 5,500.00	\$ 15,000.00
435 - Corporate Contributions	\$ 13,000.00	\$ 40,000.00
440 - Program Service Revenue	\$ 3,250.00	\$ 5,500.00
450 - Other Revenue		
451 · Investments	\$ 220.00	\$ 450.00
452 · Rentals	\$ 750.00	\$ 1,500.00
453 - Fundraising events (non-contrib.)	\$ 97,100.00	\$ 29,500.00
454 - Inventory Sales	\$ 10,000.00	\$ 9,000.00
460 · Miscellaneous Revenue	\$ 2,000.00	\$ 3,700.00
TOTAL INCOME	\$ 620,940.00	\$ 656,085.00
600 · Awards & Grants		
601 - Awards & Grants to Organizations	\$ 217,000.00	\$ 223,000.00
602 - Awards & Grants to Individuals	\$ 1,000.00	\$ 2,500.00
610 - Salaries & Related Expenses		
611 - Salaries & Wages	\$ 152,701.00	\$ 153,000.00
612 - IRA Employer Contributions	\$ 2,115.00	\$ 2,500.00
613 - Employee Benefits - not pension	\$ 14,364.00	\$ 10,500.00
614 - Payroll taxes & fees	\$ 12,591.00	\$ 15,175.00
620 - Fees for Services		
621 · Accounting Fees	\$ 21,500.00	\$ 25,600.00
622 · Legal Fees	\$ 1,500.00	\$ 2,500.00
623 · Artist Fees	\$ 20,000.00	\$ 20,000.00
630 - Advertising, Printing & Promotion	\$ 19,995.00	\$ 45,223.75
640 - Office Expenses		
641 · Postage, Mailing Service	\$ 1,975.00	\$ 5,000.00
642 · Supplies	\$ 31,625.00	\$ 19,223.75
643 · Telephone, Telecommunications	\$ 6,400.00	\$ 5,400.00
650 - Information Technology	\$ 1,000.00	\$ 2,500.00
660 - Occupancy		
661 - Facility & Equipment Rental	\$ 5,929.00	\$ 5,000.00
662 - Security	\$ 900.00	\$ 4,400.00
663 - Maintenance & Janitorial	\$ 4,200.00	\$ 4,200.00
664 - Pest Control	\$ 600.00	\$ 600.00
665 - Utilities	\$ 17,500.00	\$ 15,000.00
666 - Depr. & Amort - Allowable	\$ -	\$ -
667- Mortgage Interest	\$ 19,250.00	\$ 25,000.00
670 - Travel		
671 · Travel & In-region Mileage	\$ 3,175.00	\$ 3,000.00
672 · Conference, Convention, Meeting	\$ 1,250.00	\$ 3,250.04
673 · Meals/Catering Fees	\$ 9,930.00	\$ 27,172.50
680 - Insurance	\$ 6,000.00	\$ 2,850.00
690 - Other expenses		
691 · Bank Charges	\$ 150.00	\$ 500.00
692 · Credit Card Charges	\$ 1,200.00	\$ 2,000.00

693 · Donated Goods and Services	\$	-	\$	-
694 · Memberships and Dues	\$	1,500.00	\$	1,500.00
695 · Training & Development	\$	1,250.00	\$	-
696 · Gallery Opening Events	\$	5,500.00	\$	2,500.00
697 · Artist Commission	\$	6,162.50	\$	5,550.00
698 · Host Commission	\$	2,760.00	\$	3,000.00
699 · Other Costs	\$	8,300.00	\$	1,000.00
TOTAL EXPENSE	\$	599,472.50	\$	638,645.04
Other Income/Expense				
Debt Paydown	\$	(24,000.00)	\$	(24,000.00)
Mortgage Principle Paydown	\$	(21,000.00)	\$	(12,965.94)
NET INCOME	\$	(23,532.50)	\$	(19,525.98)

October 14, 2010
Consent Agenda Item No. 2e
Funding Agreement With Research Valley Partnership

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership for FY11 in the amount of \$300,000.

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

Summary: As part of the 2010-2011 budget process the City Council approved funding for the Research Valley Partnership in the amount of \$300,000. This funding is for the provision of economic development services for the area.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2010-2011 General Fund in the total amount of \$300,000. These funds are for the operations and maintenance of the Research Valley Partnership in FY 11.

Attachments:

1. Research Valley Partnership Funding Agreement (available in City Secretary's Office)

October 14, 2010
Consent Agenda Item No. 2f
Brazos Valley Convention and Visitors Bureau Budget and Funding Agreement

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY11 in the amount of \$1,057,000.

Recommendation(s): Staff recommends approval of the CVB budget and the funding agreement for FY11.

Summary: As part of the 2010-2011 budget process the City Council approved funding for the Brazos Valley Convention and Visitors Bureau in the amount of \$1,057,000. Of this amount, \$1,032,00 is for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station by the CVB and \$25,000 is for marketing activities of the George Bush Presidential Library and Museum.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2010-2011 Hotel Tax Fund budget. A total of \$1,057,000 is to be used for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station.

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

Attachments:

1. CVB Budget
2. CVB Funding Agreement (available in City Secretary's Office)

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2010 through September 2011

	Oct '10 - Sep 11
Ordinary Income/Expense	
Income	
Booking Commissions	6,000.00
Brazos County	25,000.00
Bryan	125,000.00
Bryan Downtown	8,400.00
BVSF Events	
Entry Fees	9,000.00
Programs	150.00
Souvenirs	700.00
Sponsorships	13,000.00
Tickets	7,000.00
Total BVSF Events	29,850.00
College Station	
Bush Library	25,000.00
College Station - Other	1,032,000.00
Total College Station	1,057,000.00
Industry Participation	21,280.00
Interest earned	6,000.00
Total Income	1,278,530.00
Expense	
Administrative/Operations	
Audit/Legal/Professional Serv.	12,050.00
Bank Charges	204.00
Board Expenses	6,375.00
Building Repairs & Maintenance	23,276.00
Electrical/Water Svc Expense	11,400.00
Liability Insurance	10,275.00
Office Supplies	9,300.00
Outside Storage	2,100.00
Property Tax	2,100.00
Sympathy/Recognition	3,600.00
Technical Support	15,600.00
Telephone	15,600.00
Vehicle Gas & Maintenance	5,319.00
Total Administrative/Operations	117,199.00
Bush Library Funding	25,000.00

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
 October 2010 through September 2011

	<u>Oct '10 - Sep 11</u>
Capital	
Equipment	
Equipment Repair & Maint.	0.00
Lease	11,800.00
Equipment - Other	4,200.00
Total Equipment	<u>16,000.00</u>
Total Capital	16,000.00
Marketing/Sales/Promotion	
Admission Tickets/Merchandise	1,800.00
Advertising	142,644.25
Bid Fees	2,500.00
Client Relations	2,875.00
Community Luncheons/Events	3,015.00
Event Personnel	20,550.00
Facility Rental	22,000.00
Gift Baskets	2,250.00
Luncheons/Banquet	10,995.00
Memberships/Subscriptions	23,412.00
Postage	12,860.00
Printing	6,230.00
Professional Development	10,745.00
Promotional	23,695.50
Research	15,000.00
Sales/Marketing Leads	7,485.00
Site Visits/FAM Tours	2,900.00
Sponsorships	55,459.25
Trade Show/Booth	28,085.00
Travel	
Air	12,755.00
Ground	9,230.00
Hotel	36,400.00
Meals	9,180.00
Misc.	1,465.00
Total Travel	<u>69,030.00</u>
Website	
Advertising	44,800.00
Total Website	<u>44,800.00</u>
Total Marketing/Sales/Promotion	508,331.00

3:55 PM

10/04/10

Accrual Basis

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
October 2010 through September 2011

	<u>Oct '10 - Sep 11</u>
Payroll Expenses	612,000.00
Total Expense	<u>1,278,530.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>

October 19, 2009
Consent Agenda Item No. 2g
Authorize Animal Shelter Funding Resolution

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion approving a resolution authorizing expenditures for the Brazos Animal Shelter in the amount of \$169,512.90.

Recommendation(s): Staff recommends approval of the resolution funding in the amount of \$169,512.90 to the Brazos Animal Shelter.

Summary: On September 13, 2010 Council approved the FY11 budget, which included funding for the Brazos Animal Shelter. An Interlocal Agreement was approved on October 22, 1991 and amended July 27, 1999. On September 13, 2001, the Council approved another amendment to the Interlocal Agreement providing for the extension of a lease with the City of Bryan. On September 25, 2008 an updated ILA was approved by the City Council.

The FY 11 funding level was provided to the City based on the animal shelter determination of what they believe the cost is to the City of College Station for providing the contracted services. The City is continuing to work with the animal shelter on a new interlocal agreement. Until that agreement can be finalized staff is recommending that the attached resolution be approved to provide the funding level directed by the City Council during the FY 11 budget process.

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

Attachments:

1. Resolution

RESOLUTION NO. _____

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

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

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

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

Part 1: That the City Council of the City of College Station authorize the expenditure for Fiscal Year 2010-2011 in the amount of \$169,512.90, to be payable in 12 equal installments of \$14,126.07.

Part 2: That funds are budgeted and available in the Fiscal Year 2010-2011 Approved Budget in the General Fund Police Department Budget.

Part 3: That this resolution is to be effective for the 2010-2011 Fiscal Year from October 1, 2010 – September 30, 2011.

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

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

RESOLUTION NO. _____

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

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

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

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- Part 2: That funds are budgeted and available in the Fiscal Year 2010-2011 Approved Budget in the General Fund Police Department Budget.
- Part 3: That this resolution is to be effective for the 2010-2011 Fiscal Year from October 1, 2010 – September 30, 2011.
- Part 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

October 14, 2010
Consent Agenda Item No. 2h
City of Bryan Retail Electric Franchise

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion on the second reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station and certificated to Bryan by the Public Utility Commission of Texas.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the second reading of a ten (10) year franchise agreement with the City of Bryan that allows for use of public rights-of-way for the retail sale of electricity within the City of College Station as certificated to Bryan by the Public Utility Commission of Texas.

Summary: This Electric Power Franchise gives the City of Bryan the right to use public rights-of-way within specified areas of College Station in order to provide retail electric service to areas certificated to Bryan by the Public Utility Commission of Texas. This Franchise is for a period of ten years. The development of this Franchise with the City of Bryan has involved negotiations for many years between the electric utilities and legal staffs of both cities. The proposed Franchise defines such things as payments, utility construction and maintenance, conditions of right-of-way occupancy, street lighting, underground installations, records and reporting, insurance requirements, compliance and many other tangential issues associated with a franchise of this type. One important note is that this franchise only applies to areas defined as "Non-Core" areas within the City of College Station – areas that currently have Bryan electric power facilities within College Station. Staff feels that all relevant areas have been fully addressed in this document and recommends approval.

This item was discussed with Council today in the Workshop meeting.

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

Budget & Financial Summary: The City of Bryan agrees to pay College Station a sum of money equal to five percent (5%) of annual "Gross Receipts" (as defined therein) from its retail sales to electric customers served within the City of College Station. These payments will be made quarterly.

Attachments:

1. Franchise Ordinance with City of Bryan for retail sale of electricity within College Station.
2. Attachment A

City of College Station Ordinance No. _____

AN ORDINANCE GRANTING TO THE CITY OF BRYAN, TEXAS, A TEXAS MUNICIPAL CORPORATION ("BRYAN") CERTIFICATED TO PROVIDE RETAIL ELECTRIC UTILITY SERVICE BY THE PUBLIC UTILITY COMMISSION OF TEXAS ("PUC"), ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE THAT EXTENDS TO SPECIFIED AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("COLLEGE STATION"), TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC RIGHTS OF WAY (COLLECTIVELY "ROW") IN THE SPECIFIED AREAS OF COLLEGE STATION FOR CONSTRUCTION AND OPERATION OF ITS ELECTRIC SYSTEM FOR A PERIOD OF TEN (10) YEARS; REGULATING THE USE OF THE RIGHTS OF WAY BY BRYAN AND THE REPAIR AND RESTORATION OF STREETS DISTURBED BY CONTRUCTION; PROVIDING FOR THE TEMPORARY REMOVAL, RAISING AND LOWERING OF CABLES AND OTHER EQUIPMENT AND MATERIAL; PROVIDING FOR COMPENSATION TO BE PAID TO COLLEGE STATION; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING A SEVERABILITY CLAUSE; RESERVING ALL POWERS OF REGULATION; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; PROVIDING FOR ACCEPTANCE BY BRYAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bryan is now and has been engaged in the electric utility business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its physical plant in College Station pursuant to such rights as may have been granted it by and under the laws of the State of Texas, and subject to the reasonable exercise of the police powers granted by and under said laws to College Station; and

WHEREAS, it is hereby found and determined by the City Council of College Station that it is in the best interest of College Station that a franchise be awarded to Bryan stating the agreement between Bryan and College Station under which Bryan may use the Streets, Alleys and other public rights of way to maintain and construct its physical plant in College Station;

NOW, THEREFORE,

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

Section 1. DEFINITIONS.

For the purpose of this Ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

- A. "Anniversary Date" shall mean the date on which this Franchise is accepted by Bryan.
- B. "Bryan" shall mean the City of Bryan, Texas, a municipal corporation.
- C. "College Station" shall mean the City of College Station, Texas, a municipal corporation.
- D. "Consumer" shall mean any Person receiving and using electric utility service from Bryan for that Person's own appliances or equipment within College Station whether or not the Electricity is billed directly to that Person or to another party. (As an example, in the case of a rental unit where the cost of utilities is part of the rent, the landlord is a Customer and the tenant is a Consumer.)

- E. "Core Areas" shall mean all areas within the Corporate limits of College Station other than areas defined as Non-Core Areas. Core Areas are defined by the boundaries as set forth in Attachment A to this document.
- F. "Corporate limits" shall mean the corporate limits of the City of College Station, Texas, as they may exist from time to time. References to areas "within College Station" or "in College Station" mean and refer to locations within the corporate limits of College Station.
- G. "Council" means the governing body of College Station.
- H. "Customer" means any Person billed by Bryan for Electricity or service delivered within the Corporate Limits of College Station, whether such Electricity or service is used by that Person or by others.
- I. "Director" means the director of the Department of the College Station city government having jurisdiction and responsibility for engineering and establishing standards for construction on and repair of city streets.
- J. "Electricity" shall mean energy (kWh) and power (kW) provided by Bryan.
- K. "Electric System" shall mean Bryan's system of cables, wires, lines, poles, towers, anchors, guy wires, insulators, transformers, conduits, ducts, and any associated equipment, or plant, or other facilities designed and constructed for distributing Electricity at 60,000 volts or less, or associated communications facilities or systems used solely in conjunction with Bryan's electric facilities as described herein as the same now exists and may from time to time be placed, removed, constructed, reconstructed, extended and maintained. Nothing in this Ordinance shall authorize Bryan to provide retail electric utility service to electric consuming facilities located within the area that College Station is solely authorized to provide retail electric utility service by the Public Utility Commission of Texas.
- L. "Force Majeure" shall mean, without limitation by the following enumeration, acts of God and the public enemy, the elements, fire, accidents, breakdowns, shut-down for purposes of necessary repairs, relocation or construction of facilities, breakage or accidents to machinery or distribution lines, the necessity of making repairs or alterations to machinery or to transmission or distribution lines, inability to obtain materials, supplies, permits, or labor to perform or comply with any obligation or condition of this Franchise, and any other events, occurrences or conditions that the person claiming an event of Force Majeure could not, by the exercise of due diligence, have avoided or prevented, and which by the exercise of due diligence has been unable to overcome or cure.
- M. "Franchise" and "Ordinance" shall mean this ordinance, and all rights and obligations established herein, as it may be amended from time to time.
- N. "Gross Receipts" shall mean the annual receipts collected by Bryan from its Customers or Consumers for the retail sale of Electricity and the provision of any other electric utility services or charges to Consumers and Customers, exclusive of the sale of merchandise and/or any sales tax within the Corporate Limits of College Station. Gross Receipts shall include but not be limited to contributions in aid of construction (CIAC) and franchise fees collected from Bryan's Customers or Consumers located within College Station. Gross Receipts shall not include revenues from wholesale sales of Electricity or wholesale transmission revenues.

- O. "Non-Core Areas" shall mean all territory within College Station lying west and south of FM 2818 and extending east from FM 2818 at State Highway 6 to Carter Creek as shown in Attachment A.
- P. "Person" shall include, unless otherwise required in context, a natural person, a legal entity or other group or organization.
- Q. "Pole Use Agreement" means the standard agreement approved by Bryan and College Station pursuant to the Agreement for Common Use of Distribution Poles and Transmission Structures between Bryan and College Station and used to control the manner in which any apparatus, line or cable is attached by one party to electric poles or similar equipment owned by the other party.
- R. "Public Utility Commission of Texas" or "PUC" shall mean that agency as presently constituted by the laws of the State of Texas or any successor agency.
- S. "Public Utility Easement" shall mean those easements held, owned or controlled by College Station, the terms and conditions of which or limitations upon which are not inconsistent with the construction, maintenance and operation of electric utility facilities.
- T. "Rights of Way" or "ROW" shall mean the present and future Streets, Sidewalks, Public Utility Easements that permit electric utility service uses or other public right of way of College Station.
- U. "Sidewalk" shall mean a paved area within the street right-of-way or sidewalk easement specifically designed for pedestrians and/or bicyclists.
- V. "Streets" shall mean a street, alley, avenue, road, highway or other publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.

Section 2. GRANT OF AUTHORITY.

Subject to the terms, conditions and provisions of this Ordinance, the right, privilege and franchise is hereby extended and granted to Bryan, to use ROW of College Station as necessary for all uses associated with the provision or termination of electric utility service including the construction, reconstruction, upgrade, maintenance, repair, replacement, relocation and operation of its Electric System including associated communications facilities and systems, in accordance with the terms of this Franchise, within College Station's Non-Core Area Corporate Limits as the same are now and as the same may be from time to time extended. The rights, privilege and franchise granted hereunder are non-exclusive and are granted subject to the existing charter and ordinances of College Station, and are subject to such lawful changes by charter provision or ordinance as may be necessary to the public health and safety by College Station in the exercise of its lawful police powers.

The Parties recognize that Bryan has for many years owned, operated and maintained an Electric System in College Station. Nothing in this Franchise is intended to limit or shall limit Bryan's rights to use easements now or hereafter held, owned or controlled by Bryan for such purposes.

COLLEGE STATION MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE THAT ITS EXISTING OR FUTURE RIGHTS OF WAY WERE, ARE, OR WILL BE SUFFICIENT TO PERMIT THE ATTACHMENT, INSTALLATION, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION OR REMOVAL OF THE ELECTRIC SYSTEM.

Section 3. TERM OF FRANCHISE.

Upon the filing with College Station by Bryan of the acceptance required herein, this Franchise shall be in full force and effect for a term and period of ten (10) years, beginning on the Anniversary Date, unless terminated as provided herein.

This Franchise may be amended only upon mutual agreement by the Parties, which amendment will not be effective until reduced to writing and executed by both Parties.

Section 4. CONSTRUCTION AND MAINTENANCE OF ELECTRIC SYSTEM.

Bryan may construct new facilities that are necessary to provide electric utility service within College Station's Non-Core Area ROW. All poles to be placed shall be so set that they will not unreasonably interfere with the flow of water in any gutter or drain, and so located that the same will interfere as little as practicable with the ordinary travel on the Streets or Sidewalks, and so as not to unreasonably obstruct visibility at public street intersections. Bryan shall determine the appropriate route for all lines. The location of all poles, stubs, guys, anchors, conduits and cables placed and constructed and to be placed and constructed by Bryan in the construction and maintenance of its Electric System in College Station, and the location of all conduits laid and to be laid by Bryan within the limits of College Station pursuant to this Franchise shall be subject to lawful, reasonable and proper regulation of general applicability within the City. Bryan will give reasonable consideration to requests by College Station to relocate underground any of its aerial facilities or place new facilities underground.

Where available and where feasible to do so along the route chosen by Bryan, Bryan shall use College Station electrical poles for any expansions, additions or extensions of lines in the Electric System in College Station, and College Station will endeavor to do the same. In such instances the Pole Use Agreement will determine how such expansion, additions, or extensions will be accomplished.

Section 5. CONDITIONS OF OCCUPANCY.

- A. Use. All structures, poles, and facilities erected or maintained by Bryan on ROW within College Station shall be located so as not to cause unreasonable interference with the use of the Streets and with the rights of the owners or occupiers of property which adjoins any of such Streets.

- B. Construction and Restoration. Except as provided in this Franchise, Bryan shall comply with Chapter 3 of the Code of Ordinances of College Station, Section 2, Right-of-Way Maintenance. This Franchise gives Bryan the right to continued use and occupancy of ROW for the purpose of constructing, reconstructing, repairing, maintaining, using and operating facilities for the distribution of Electricity together with all necessary or desirable appurtenances. College Station hereby waives prior non-compliance by Bryan, if any, with Chapter 3 of the Code of Ordinances of College Station, Section 2. Pursuant to Chapter 3 of the Code of Ordinances of College Station Section 2 Subsection F.(1)(e)(6) insurance and bonding requirements are met by Section 7 of this Franchise. Additionally, with regard to Chapter 3 Section 2 Subsection I, College Station agrees that state law requires College Station to pay for relocation of electric utility facilities made at the request of the City to the extent such facilities are located in easements or other property held, owned or controlled by the electric utility. Pursuant to Chapter 3 of the Code of Ordinances of College Station Section 2 Subsection I., the Parties agree that in lieu of the prescribed ninety (90) days to relocate facilities, a different schedule will apply as follows: College Station and Bryan will mutually agree to a project timetable for relocation of Bryan electric facilities and Bryan agrees to relocate all identified electric facilities according to the project timetable; provided, however, that, in the event the Parties are unable to mutually agree to a project timetable, those identified facilities will be deemed abandoned no earlier than two (2) years from the date notice is received by Bryan and College Station may remove the facilities without liability and charge the

cost of the removal to Bryan. Notice will be given no earlier than at the time of completion of the final design of the project requiring relocation. Bryan will submit all plans of record for electric facilities in College Station right of way to the College Station Electric Utilities Department for filing. Bryan agrees that all such electric facilities in College Station right of way will comply with standards of the National Electric Safety Code (NESC), latest edition for new construction, at the time the facilities are constructed. College Station finds that this franchise adequately replaces the requirement for registration and permitting as shown in the Code of Ordinances of College Station Section 2 Subsection F.(1) and (2).

- C. Pursuant to the College Station's police power authority, this right-of-way ordinance may be superseded by a new or amended ordinance, which shall be of general application to all users of College Station rights-of-way. College Station also agrees that College Station will not tamper with, disable or remove any of Bryan's facilities without prior permission from Bryan except as provided above. College Station reserves the right to request that idle facilities that are not in use and useful be removed unless Bryan can establish the need for such facilities.
- D. Relocation of Facilities in Private Easements. Bryan may make claims, including claims for actual and reasonable costs or damages, in the event College Station requires or requests Bryan to move, relocate, change, alter, or modify any of its property constructed in easements or on other property held, owned or controlled by Bryan. College Station shall include a description of the facilities, location, desired place of relocation and request an estimate of the costs for relocation. Bryan shall provide to College Station an estimate of the costs of relocation within forty-five (45) days. If College Station requests Bryan to relocate its facilities, then, to the extent Bryan's facilities were constructed in easements or on property held, owned or controlled by Bryan, College Station shall pay within thirty (30) days of invoice Bryan's estimate of costs. Notwithstanding the foregoing, College Station will not be liable for consequential damages.
- E. Relocation of Facilities for the Benefit of Third Parties. If College Station shall require Bryan to adapt or conform its facilities, or in any way or manner to alter, relocate, or change its property to enable any other Person, except College Station, to use, or to use with greater convenience, any ROW Bryan shall not be bound to make such changes until such other Person shall reimburse or make satisfactory arrangements for reimbursement to Bryan for any loss and expense caused by or arising out of such change. College Station shall not be liable for such reimbursement.
- F. Temporary Raising or Lowering of Wire for Building Moving. Upon written request of any Person holding a building moving permit issued by College Station, Bryan shall raise, or lower its wires and cables temporarily to permit the moving of houses, buildings or other bulky structures. The reasonable expense of such temporary raising or lowering shall be paid by the benefited person, and Bryan may require such payment in advance, Bryan being without obligation to raise, or lower its wires and cables until such payment shall has been made. Bryan shall be given not less than seventy-two (72) hours advance written notice to arrange for such temporary wire and cable adjustments.
- G. Tree Trimming. College Station may, from time to time, pass ordinances regulating the trimming or removal of trees on or along College Station property, however, reasonable tree trimming and vegetation control shall be allowed.
- H. Placement of Fixtures. Bryan shall not place poles, towers or similar fixtures where the same will unduly interfere with any gas, electric, or telephone fixture, water hydrant or main, drainage facility or sanitary sewer, and all such poles, towers and similar facilities shall be placed in such manner as not to unreasonably interfere with the usual travel or use of the streets.

- I. Street Lights. Bryan shall provide electric service to standard or decorative street lights within Bryan's PUC certificated area in College Station. Unmetered street lighting will be installed, operated and maintained by Bryan. Bryan will establish a monthly cost for each light which includes installation of a standard design, operation and maintenance costs. College Station will approve requests for the installation of street lighting. For decorative lighting, Bryan will furnish a cost for each light over and above the standard design to be paid by the developer prior to installation.

- J. Traffic Signals. Bryan shall provide space on existing facilities and those to be constructed in Public Utility Easements for College Station to attach traffic signals. If the facilities require an upgrade to accommodate College Station's request for traffic signals, College Station may elect to either construct its own traffic signal facilities or to reimburse Bryan for the difference in cost to make the necessary upgrades to Bryan's facilities. College Station shall pay for electricity necessary to operate the traffic signals in accordance with Bryan's tariff for such services.

Section 6. UNDERGROUND INSTALLATION.

Bryan shall abide by the ordinances governing underground utilities that are in place at the time of the original installation of the facilities in the area affected by such ordinances. Any maintenance, substitution, or replacement of Bryan's facilities will fall under the ordinance in place at the time of the facility's original installation. Additional costs incurred for underground versus overhead facilities will be determined by Bryan's line extension policy and will be the responsibility of Bryan and the developer of the area.

Section 7. LIABILITY INSURANCE.

- A. Minimum Coverage. Within thirty (30) days after the effective date of this Franchise, Bryan shall file with the Director and shall maintain throughout the term of this Franchise a policy of comprehensive general insurance, including an endorsement for contractual liability, issued by an insurance company duly authorized to do business in the State of Texas insuring College Station and Bryan with respect to the installation, maintenance, and operation of Bryan's Electric System. The amounts designated herein are minimum requirements and do not establish the limits of the Bryan's liability:
 - (1) Comprehensive General Liability: One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - (2) Automobile Liability: One Million Dollars (\$1,000,000.00) combined signal limit per accident for bodily injury and property damage.
 - (3) Worker's Compensation and Employers Liability: Workers' Compensation limits statutory for the State of Texas and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.
 - (4) Excess and Umbrella Liability Insurance in a form following the underlying coverages in an amount of One Million Dollars (\$1,000,000.00) each occurrence and one Million Dollars (\$1,000,000.00) aggregate.

- B. Notice of Cancellation or Reduction. Such liability insurance shall contain the provision that written notice of expiration, cancellation, reduction or material change in coverage of the policy shall be delivered to the Director and to Bryan at least thirty (30) days in advance of the effective date thereof.

- C. Term. Such liability insurance shall be kept in full force and effect by Bryan during the existence of this Franchise.

Section 8. GOVERNING LAW; LIMITATIONS; COMPLIANCE.

- A. Governing Law. This Ordinance shall be construed in accordance with College Station's Charter and Code of Ordinances in effect on the Effective Date of this Ordinance to the extent that such Charter and Code of Ordinances are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas.
- B. Limitations: This Ordinance shall be governed by and construed in accordance with the laws of the State of Texas. Should either party desire to pursue any claim or cause of action against the other relating to this Ordinance, notwithstanding any provisions of any law, the party desiring to assert such claim or cause of action must do so in a form with appropriate jurisdiction within four (4) years of the date that such claim or cause of action first arose or said claim or cause of action shall be forever barred.
- C. Compliance. Notwithstanding any other provision of this Franchise to the contrary, College Station and Bryan shall at all times comply with all laws, rules and regulations of the state and federal government and any administrative agencies thereof, with respect to the subject matter of this Ordinance.

Section 9. PAYMENT TO COLLEGE STATION.

- A. In consideration for the rights and privileges herein granted, the administration of this Franchise by College Station, the temporary interference with the use of public rights of way and other costs and obligations undertaken by College Station herein, Bryan hereby agrees to pay to College Station during the term of this Franchise a sum of money equal to five percent (5%) of annual Gross Receipts as herein defined. Franchise fee payments shall be paid quarterly on or before each May 1, August 1, November 1, and February 1 for the most recently ended calendar quarter. Bryan shall file with College Station's City Manager within thirty (30) days after the expiration of each quarter of each calendar year, or portion thereof during which this Franchise is in effect, a statement showing in reasonable detail the Gross Receipts collected during the preceding quarter of the calendar year. Such statement shall be accompanied by Bryan's payment to College Station of five percent (5%) of the Gross Receipts for such quarter. An interest charge shall be assessed on a franchise fee payment not paid on the due date at the rate of ten percent (10%) per year for each day that the franchise fee payment is late, and check for the interest due shall accompany the late franchise payment.
- B. If Bryan elects to provide customer choice pursuant to the terms of the Public Utility Regulatory Act, the fee due under this Franchise shall be based on the following: (1) each kilowatt hour of Electricity delivered by Bryan to each retail customer whose consuming facility's point of delivery is located within College Station's Corporate Limits. The charge imposed shall be equal to the total electric franchise fee revenue due College Station under this Franchise for the calendar year preceding Bryan's decision to provide customer choice divided by the total kilowatt hours delivered during that calendar year by Bryan to retail customers whose consuming facilities' points of delivery were located within College Station's Corporate Limits. The fee due to College Station from Bryan as the provider of distribution service shall be equal to the charge per kilowatt hour determined for the calendar year preceding Bryan's decision to provide customer choice multiplied times the number of kilowatt hours delivered within College Station's Corporate Limits; and (2) a sum equal to five percent (5%) of gross revenues received by Bryan from Discretionary Service Charges that are for the benefit of an end-use retail electric consumer within Bryan's certificated area located within College Station's Corporate Limits. Discretionary Service Charges shall include but not be limited to: connection charges, disconnection charges, reconnection charges, meter testing charges, out-of-cycle meter read charges, non-standard meter installation charges, service call charges, outdoor lighting charges, tampering charges, denial of access charges,

distributed renewal generation metering charges, and construction services. Bryan shall make payment to College Station accompanied by a statement filed with College Station's City Manager within thirty (30) days after the expiration of each quarter of each calendar year, or portion thereof during which this Franchise is in effect. The statement shall show in reasonable detail the basis for the payment. An interest charge shall be assessed on a franchise fee payment not paid on the due date at the rate of ten percent (10%) per year for each day that the franchise fee payment is late, and check for the interest due shall accompany the late franchise payment.

- C. The consideration set forth in this section shall be paid and received in lieu of any other license, charge, fee, street or alley rental, or other character of charge for use and occupancy of the Streets, Sidewalks, Public Utility Easements, and other public rights of way of College Station and in lieu of any pole tax, inspection fee tax or other tax, any lawful permit, inspection or other fee whether charged to Bryan or any of its contractors; and any imposition other than the usual general ad valorem taxes, special assessments to abutting landowners or sales taxes now or hereafter lawfully levied.

Section 10. RECORDS AND REPORTS.

- A. Book of Account. Bryan shall keep complete and accurate books of accounts and records of its business and operations from which Gross Receipts may be determined. To the extent practicable, copies of relevant portions of such books of accounts and records shall be made available at Bryan's office nearest to College Station upon reasonable request.
- B. Access by College Station. The Director or his duly designated officers, agents, or representatives, shall have access to all books of accounts and records of Bryan relating to this Franchise as reasonably needed to determine the accuracy of any and all reports relating to Bryan's receipts to College Station. Any confidential or proprietary matters disclosed to College Station shall be held in confidence and disclosed only as needed to enforce College Station's rights under this Ordinance.

Section 11. AREA OF COLLEGE STATION AFFECTED.

- A. This Franchise shall extend to and include any and all territory that is within Non-Core Areas of College Station. This Franchise shall not apply to Core Areas of College Station. Bryan may operate, maintain, repair, replace, reconstruct or upgrade Bryan's existing facilities in Core Areas.
- B. This Franchise is not intended to and does not enlarge the scope or geographical extent of certification to provide retail service beyond the area certificated to Bryan in the absence of this Franchise.
- D. Additionally, this Franchise shall extend to any and all territory which is annexed by College Station during the term of this Franchise. In the event of disannexation, this Franchise shall be reduced to the territory that continues to be in College Station.
- E. College Station shall promptly furnish Bryan with maps of the affected area in the event of an annexation or disannexation. Within sixty (60) days from the date such maps are furnished, Bryan shall identify all Customers located within such annexed or disannexed territory and adjust its accounting system accordingly. For the purposes of calculating Gross Receipts, Customers, if any, included within an annexed area shall be deemed to commence sixty (60) days from the date College Station furnishes the maps to Bryan.

Section 12. NON-EXCLUSIVE FRANCHISE.

This Franchise is not exclusive and nothing herein contained shall be construed so to prevent College Station from granting other like or similar rights, privileges and franchises to any other Person.

Section 13. DEFAULT; REMEDIES.

In addition to all rights and powers of College Station by virtue of this Franchise or otherwise, College Station reserves the rights to terminate and cancel this Franchise in accordance with the following provisions:

- A. Violation of Provisions. This Franchise may be terminated by College Station in the event Bryan shall by act or omission materially violate any term, condition or provision of this Franchise and shall fail or refuse to effect compliance within thirty (30) days following written demand by College Station to do so.
- B. Method of Termination and Cancellation. Any such termination and cancellation of this Franchise shall be by ordinance adopted by College Station; provided, however, before any such ordinance is adopted, Bryan shall be given at least thirty (30) days' advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Bryan that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing. In no event shall such hearing be held less than thirty (30) days following delivery of such notice to Bryan.
- C. Force Majeure. Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to College Station required by this Franchise, Bryan shall not be declared in default or be subject to a sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its reasonable control.

Section 14. RATE REGULATION; RESERVE OF REGULATORY POWERS; RESERVE OF LEGAL RIGHTS.

- A. Rate Regulation. College Station shall have only such regulatory power, authority, and jurisdiction respecting Bryan's rates, if any, as may be provided by law, if any.
- B. Regulatory Powers. College Station by the granting of this Franchise does not render or to any extent lose, waive, impair, or lessen the lawful powers and rights, now or hereafter vested in College Station under the Constitution and statutes of the State of Texas and of the United States of America and under the Charter of College Station, to regulate the use of the Streets by College Station.
- C. Legal Rights. Bryan by accepting this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now or hereafter vested in Bryan under the Constitution and statutes of the State of Texas and of the United States of America.

Section 15. GOVERNMENTAL FUNCTION.

All of the lawful regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety, and welfare of the general public.

Section 16. ASSIGNMENT.

Bryan shall not assign its rights or obligations under this Franchise, nor any part of such rights or obligations, without the prior written consent of College Station, which consent shall not be unreasonably withheld, conditioned, or delayed. As a condition of an assignment the proposed assignee shall execute a written acknowledgment that it has read, understood, and intends to abide by this Franchise, and that the assignee assumes all obligations and liabilities imposed by this Franchise on Bryan.

Section 17. PUBLICATION COST.

In compliance with the provisions of Article III, Section 35 of College Station Charter, Bryan shall pay the cost of those publications of this Franchise required by such Charter provisions.

Section 18. ACCEPTANCE.

Bryan shall, within thirty (30) days from the date this Franchise takes effect, file with the Secretary of College Station a written statement signed in its name and behalf in substantially the following form:

To the Honorable Mayor and City Council:

The City of Bryan, Texas, for itself, its successors and assigns, hereby accepts the attached Franchise and agrees to be bound by all of its terms and provisions.

City of Bryan, Texas

By: _____
Dated: _____ day of _____, 2010

Section 19. SEVERABILITY.

If any provisions, section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid (or for any reason unenforceable), to the extent practicable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent of College Station in adopting this Ordinance that so long as practicable no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to this end, all provisions of this Ordinance are declared to be severable. If a modification of this Ordinance by severance of valid provisions from invalid provisions results in an ordinance that is not practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Ordinance. If the parties are unable to agree on necessary amendments or modifications within a reasonable period of time, then this Ordinance may be terminated by either party by providing thirty (30) days' written notice to the other.

Section 20. PASSAGE AND EFFECTIVE DATE.

This Franchise shall take effect and be in force from and after sixty (60) days' following its final passage and approval.

PASSED first reading this _____ day of _____, A.D. 2010.

PASSED second reading this _____ day of _____, A.D. 2010.

PASSED third reading this _____ day of _____, A.D. 2010.

APPROVED this ____ day of ____, A.D. 2010.

CITY OF BRYAN

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

City Attorney

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Carla A Robinson

City Attorney

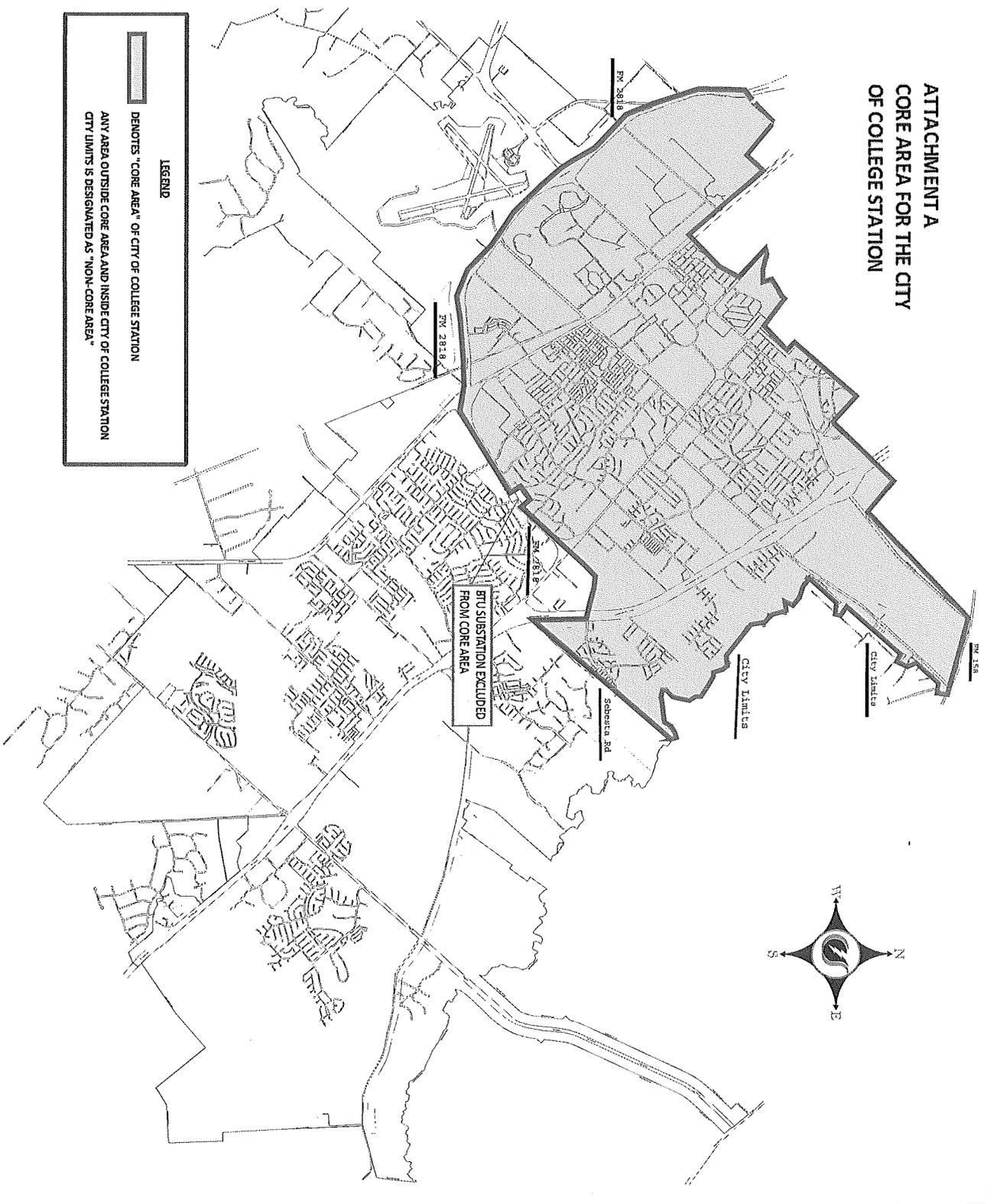
Date: _____

**ATTACHMENT A
CORE AREA FOR THE CITY
OF COLLEGE STATION**

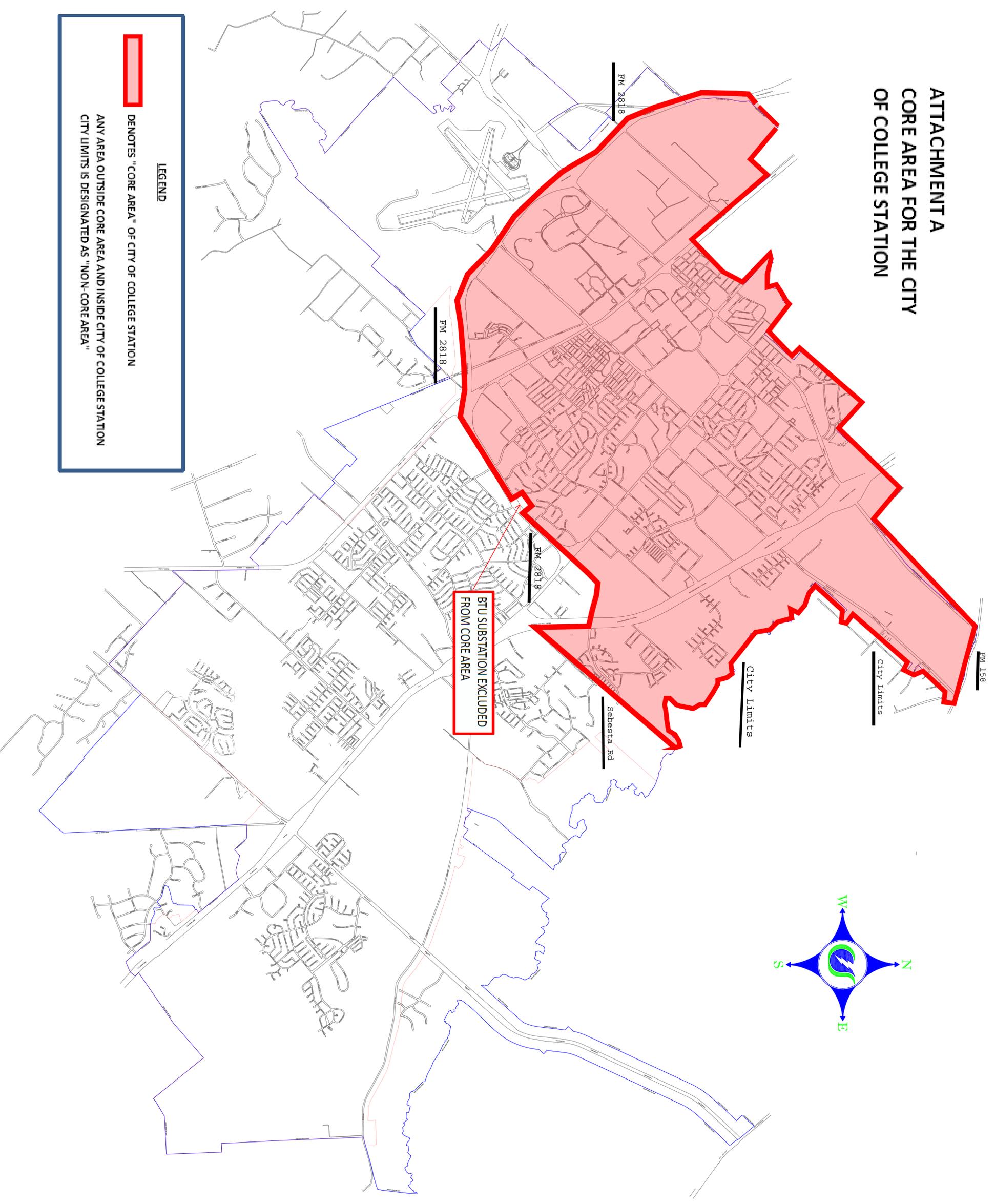
LEGEND

 DENOTES "CORE AREA" OF CITY OF COLLEGE STATION

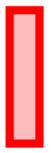
ANY AREA OUTSIDE CORE AREA AND INSIDE CITY OF COLLEGE STATION CITY LIMITS IS DESIGNATED AS "NON-CORE AREA"



ATTACHMENT A CORE AREA FOR THE CITY OF COLLEGE STATION



LEGEND



DENOTES "CORE AREA" OF CITY OF COLLEGE STATION

ANY AREA OUTSIDE CORE AREA AND INSIDE CITY OF COLLEGE STATION CITY LIMITS IS DESIGNATED AS "NON-CORE AREA"

October 14, 2010
Consent Agenda Item 2i
Multifamily/Commercial Recycling Franchise

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the third and final reading of a franchise agreement with Professional Trash Valet, LLC dba Brazos Valley Trash Valet & Recycling for the collection of recyclable commodities from multifamily apartments and commercial businesses.

Relationship to Strategic Goals: V. Green Sustainable City

Recommendation(s): Staff recommends approval.

Summary: The proposed non-exclusive five (5) year franchise agreement allows for the collection of recyclable commodities from multifamily apartments and commercial businesses within the corporate limits of the City of College Station.

The company will be responsible for developing onsite recycling programs and shall provide the means of recycling to those multifamily apartments and commercial businesses that request this service.

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

Budget & Financial Summary: N/A

Attachments:

1. Franchise Ordinance is on file in the City Secretary's Office

October 14, 2010
Consent Agenda Item No. 2j
Radio Rebanding Required by FCC – Motorola Contract Change Order

To: Glenn Brown, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of Change Order No. 1 for a contract with Motorola Inc. for equipment and services to support Rebanding of the City's 800MHz Radio System, decreasing the original contract of \$183,018.28 by \$28,978.00.

Recommendation(s): Staff recommends approval.

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

The rebanding project is under FCC mandated timelines and oversight.

This Change Order reduces the original contract (Contract # 08-137, approved by Council on February 28, 2008) that covers Rebanding services and equipment to be provided by Motorola, and is part of the project true-up process.

Budget & Financial Summary: The FCC order requires that Nextel Communications pay all costs associated with the rebanding effort to provide "comparable facilities" to those in place prior to the rebanding process. This change order reduces the amount of funding to be paid to Motorola by Nextel.

Attachments:
Change Order Nr. 1



MOTOROLA

Change Order Request

Deal Number: DL8910427730
Motorola Project #: TX-08IR08R
Customer Name: City of College Station, TX
Change Order Number: 001
Change Order Name: True Up
Date of request: 7/9/2010

I. REASON FOR CHANGE:

Documentation and true up of actual number of subscribers, FNE equipment, and travel expenses.

**II. CHANGE
REQUESTED:**

Deliverable	Contract Quantity	Contract Extended Price	Actual Quantity	Actual Unit price	Actual Extended Price
Program Portables	479	\$16,965	440	\$35.40	\$15,576
Program Mobiles	360	\$12,744	320	\$35.40	\$11,328
Template build for new subscribers L&W	150	\$12,750	73	\$88.50	\$6,461
Template build for new subscribers MSS	150	\$ -	3	\$88.50	\$266
R & R Mobiles	31	\$5,853	0	\$ -	\$ -
Program Portables	0		1	\$188.80	\$189
Replace Consolettes(undiscovered)	0	\$ -	25	\$35.50	\$888
Site Lens Software, Rebanding Model# T6207	1	\$1,600	0	\$ -	\$ -
SWII on XP Software Upgrade Application Model #T7143	1	\$800	0	\$ -	\$ -
Model DS10055294 PC anywhere version 11.0	1	\$ 242.25	0	\$ -	\$ -
Model DDN8660 Site Lens Single-User Work station w/XP SP2	1	\$ 3,825.00	0	\$ -	\$ -
Model DDN6695 RocketPort Univ PCI QUAD-D89	1	\$ 554.20	0	\$ -	\$ -
Model DDN8484 Certified XP Workstation for SWII	1	\$ 2,040.00	0	\$ -	\$ -
Model HKUN4033 RF Modem/Clocking Radio 800 MHZ 10-15W	3	\$ 5,520.00	2	\$ 1,840.00	\$ 3,680.00
UOST Items-Code Plugs	11	\$14,278	8	\$1,298.00	\$10,384
Other UOST	1	\$205	0	\$ -	\$ -
Travel	1	\$2,430	0	\$ -	\$2,061
Total		\$79,806			\$50,833

DESCRIPTION	AMOUNT
Current Contract Value	\$183,018.28
“Services” This Change Order:	(\$13,604.00)
“Expenses” This Change Order *Schedule C Equipment:	(\$369.00)
“Equipment” This Change Order :	(\$15,000.00)
Revised Contract Value :	\$154,045.28

III. **SCHECULE IMPACT:** None

IV. **OPERATIONAL IMPACT:** None

V. **PAYMENT TERMS:** No Change - All other terms and conditions of the contract remain unchanged and in full force and effect.

CUSTOMER	MOTOROLA
Approved By: _____ <i>Customer Printed Name</i>	George Springer _____ <i>Motorola Printed Name</i>
Signature: _____	 _____
Title: _____	T6 RBPM/SI Lead _____
Date: _____	September 30, 2010 _____

October 14, 2010
Consent Agenda Item No. 2k
Royder Road Participation Agreement
College Station Independent School District
and City of College Station

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

Agenda Caption: Presentation, possible action and discussion concerning approval of a Participation Agreement concerning improvements to Royder Road and Greens Prairie Trail between College Station Independent School District (CSISD) and the City of College Station.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Staff recommends approval of the agreement between CSISD and The City of College Station.

Summary: CSISD is presently constructing Greens Prairie Elementary School located on the southwest corner of Royder Road. The elementary school is scheduled to open in August 2011. Royder Road, an existing 2-lane asphalt and gravel road, will serve as the thoroughfare to provide access to the staff and bus entrance to the elementary school.

CSISD prepared a traffic impact analysis (TIA) as part of the project. The TIA recommended minimal improvements to Royder Road and Greens Prairie Trail. The City is moving forward to construct these improvements proposed and others including dedicated left turn and deceleration lanes off Greens Prairie Trail into the School Site, pavement improvements to Royder Road including underground storm sewer, new pavement at the Royder Road and Greens Prairie Trail Intersection, drainage improvements to Greens Prairie Trail, and all necessary signage and striping.

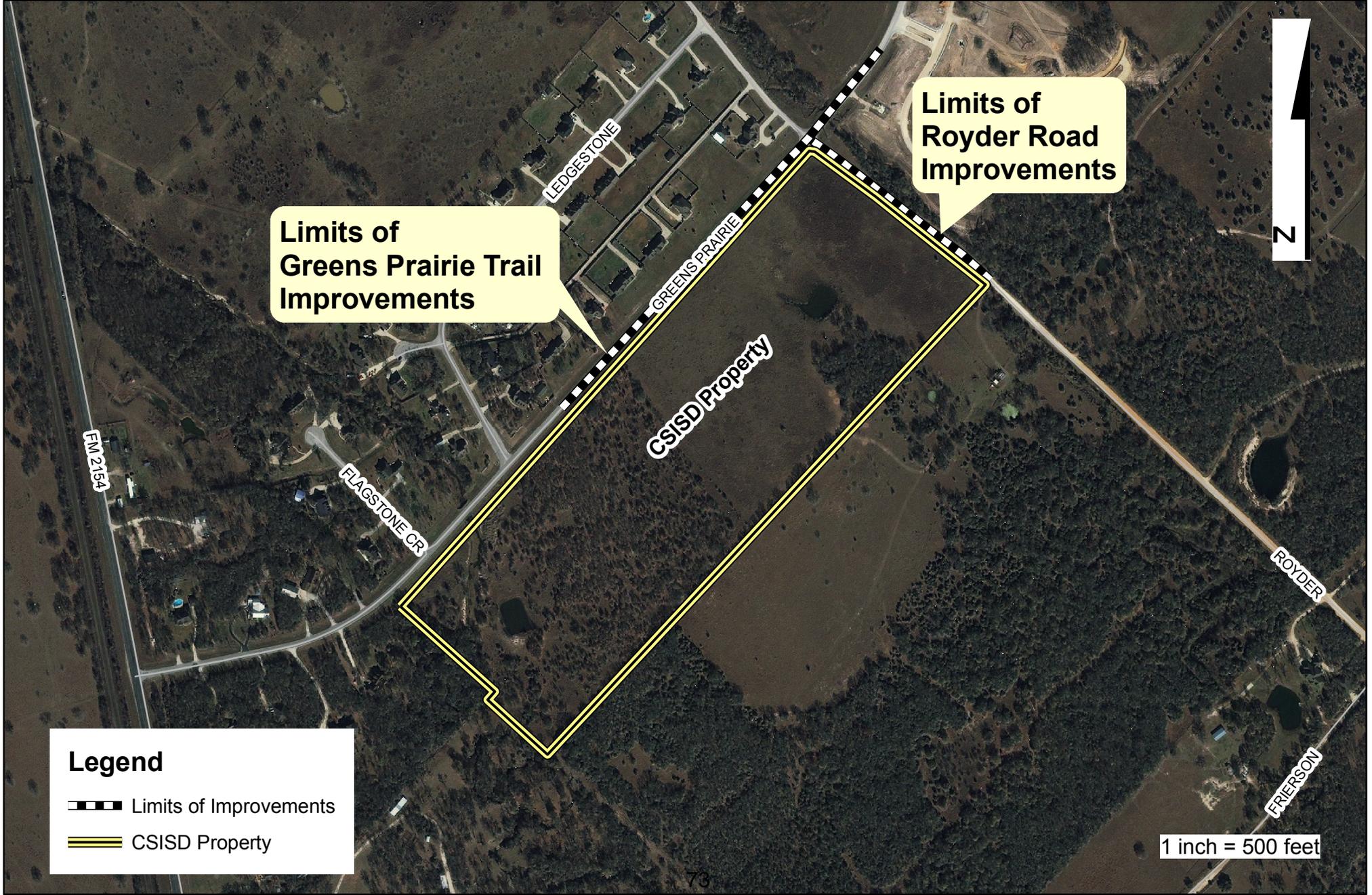
During the planning process for the elementary school, CSISD identified the need for improvements to Royder Road. The Texas Education Code prohibits the school district from spending public funds for improvements on property they do not own. Therefore, City Staff and CSISD have developed a Participation Agreement between the two entities which allows CSISD to reimburse the City for a portion of the expenditures associated with the improvements to Royder Road and Greens Prairie Trail. Per the Participation Agreement, CSISD will reimburse the City \$300,000.00, which is the estimated construction cost of the improvements desired by CSISD.

Budget & Financial Summary: Funds in the amount of \$1,000,000 are budgeted for this project in the Streets Capital Improvement Projects Fund. Funds in the amount of \$98,488.21 have been expended or committed to date, leaving a balance of \$901,511.79 for construction.

Attachments:

- 1.) Project Map
- 2.) Participation Agreement – On file in the City Secretary's Office

Royder Road & Greens Prairie Trail Project Location Map



Legend

- Limits of Improvements
- === CSISD Property

1 inch = 500 feet

**October 14, 2010
Consent Agenda Item No. 2L
Nantucket Gravity Sewer Line
Work Order Number WF1094676
Change Order**

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a change order to the design contract (Contract No.07-263) with Mitchell and Morgan in the amount of \$4,240.00 for the Nantucket Gravity Sewer Line project.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure

Recommendation: Staff recommends approval of the change order.

Summary: The Nantucket Gravity Sewer Line Project consists of the installation of a gravity sanitary sewer line. Once complete, the new sewer line will allow the City to decommission an existing sanitary sewer lift station and force main. The new sewer line will have adequate capacity to convey the wastewater from this service area at full development.

The construction contractor for this project, Brazos Valley Services, began installing the sewer line on April 21, 2010. While boring under State Highway 6, the contractor failed to maintain the required line and grade of the steel casing. This error created problems with the grade of the gravity sewer line upstream of the highway crossing. The City requested additional input from Mitchell and Morgan, the engineer of record, to help resolve the issue and modify the original design to ensure the sewer line functions properly and meets the Texas Commission on Environmental Quality (TCEQ) design standards. The City also requested that Mitchell and Morgan coordinate with TCEQ and a private utility company impacted by the changes to the design. This change order is to compensate Mitchell and Morgan for the additional time and expenses required to resolve this issue. Since the design modifications and additional coordination was required as a result of the contractor's performance, a change order reducing the construction contract by \$4,240.00 was executed on September 27, 2010.

Budget & Financial Summary: Change Order 2 will increase the contract amount by \$4,240.00 for a revised contract total of \$39,720.00. Funds in the amount of \$516,000 are budgeted in the Wastewater Capital Projects Fund for this project. Funds in the amount of \$412,543.93 have been expended or committed to date, leaving a balance of \$103,456.07 for this construction contract and future expenses.

Attachments:

- 1.) Change Order with Mitchell and Morgan
- 2.) Project Location Map

CHANGE ORDER NO. 2 Contract No. 07-263 DATE: 09/16/2010
P.O.# 071198 PROJECT: Nantucket Gravity Sewer Line Project Project No. WF1094676

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

CONTRACTOR: Mitchell & Morgan
511 University Drive, Ste. 204
College Station, Texas 77840

Ph: (979) 260-6963
Fax: (979) 260-3564

PURPOSE OF THIS CHANGE ORDER:
A. Additional survey to locate and determine elevation of ETC gas line
B. Modify design to resolve bore that was out of spec and coordinate modifications with TCEQ.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Additional survey	\$500.00	0	1	\$500.00
2	LS	Modify design and coordinate with TCEQ	\$110.00	0	34	\$3,740.00
					TOTAL	\$4,240.00

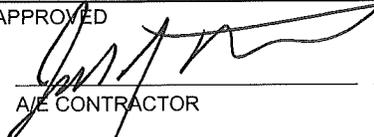
THE NET AFFECT OF THIS CHANGE ORDER IS A 26.06% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$23,450.00	
Change Order No. 1	\$16,270.00	69.38% CHANGE
Change Order No. 2	\$4,240.00	26.06% CHANGE
REVISED CONTRACT AMOUNT	\$39,720.00	95.44% TOTAL CHANGE

ORIGINAL CONTRACT DESIGN TIME	105 Days
Change Order No. 1	730 Days
Change Order No. 2	261 Days
Revised Contract Design Time	1096 Days

ORIGINAL COMPLETION DATE	January 1, 2008
REVISED COMPLETION DATE	January 1, 2011

APPROVED

 A/E CONTRACTOR	<u>9/17/10</u>	 CITY ATTORNEY	_____
 CONSTRUCTION CONTRACTOR	_____	DIRECTOR OF FISCAL SERVICES	_____
 PROJECT MANAGER	<u>9-21-2010</u>	MAYOR	_____
 DEPARTMENT DIRECTOR	<u>23 Sept 2010</u>	CITY SECRETARY	_____
		CITY MANAGER	_____



Nantucket Gravity
Sewer Line



October 14, 2010
Consent Agenda Item No. 2m
Food Waste Collection Franchise - Liquid Environmental Solutions

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the first reading of a franchise agreement with Liquid Environmental Solutions for the collection of food waste for the purpose of recycling.

Relationship to Strategic Goals: V. Green Sustainable City

Recommendation(s): Staff recommends approval.

Summary: The proposed non-exclusive five (5) year franchise agreement allows for the collection of food waste for the purpose of recycling within the corporate limits of the City of College Station.

The company will be responsible for developing onsite collection of the food waste and that they are not collecting municipal solid waste.

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

Budget & Financial Summary: N/A

Attachments:

1. Franchise Ordinance is on file in the City Secretary's Office

October 14, 2010
Consent Agenda Item No. 2n
Food Waste Collection Franchise Amendment – Texas Commercial Waste

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the first reading of a franchise agreement amendment with Texas Commercial Waste to add the collection of food waste for the purpose of recycling to its agreement.

Relationship to Strategic Goals: V. Green Sustainable City

Recommendation(s): Staff recommends approval.

Summary: The proposed amendment would add the collection of food waste for the purpose of recycling to the list of services that can be provided by Texas Commercial Waste through its current non-exclusive franchise agreement. Texas Commercial Waste is currently limited to collecting only construction and demolition debris.

The company will be responsible for developing onsite collection of the food waste and that they are not collecting municipal solid waste.

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

Budget & Financial Summary: N/A

Attachments:

1. Franchise Ordinance is on file in the City Secretary's Office

**October 14, 2010
Regular Agenda Item No. 1
General Obligation Bond Refunding**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a resolution approving a preliminary official statement, and related material; and on an ordinance authorizing the issuance and sale of City of College Station, Texas General Obligation Refunding Bonds, Series 2010; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.

Recommendation(s): Council move to approve the attached resolution approving the preliminary official statement, and related materials; and ordinance authorizing the issuance and sale of General Obligation Refunding Bonds, Series 2010; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.

Summary: The City has the opportunity to refund a portion of its General Obligation Bonds in order to achieve savings due to lower interest rates that are currently available. The City's Financial Advisor, Drew Masterson with First Southwest Company has presented the City with an opportunity to issue refunding bonds for several of our outstanding General Obligation Bond issues. Refunding is issuing new debt to replace and pay off existing debt. Refunding can be done for a number of reasons; however, most often are used to accrue a savings against the current debt.

The bonds that are proposed to be refunded are:

Utility System Revenue Bonds, Series 2000	\$ 650,000
General Obligation Bonds, Series 2001	\$ 1,400,000
Utility System Revenue Bonds, Series 2001	\$14,935,000
Certificates of Obligation, Series 2001	\$ 975,000
General Obligation Bonds, Series 2002	\$ 3,540,000
Utility System Revenue Bonds, Series 2002	\$11,445,000
Certificates of Obligation, Series 2002	<u>\$ 6,135,000</u>
	\$39,080,000

The City Council's Finance and Budgetary Policies allow for the City to "refund" debt when there is a net present value savings of at least 5%. The opportunity that is currently before the City Council will save the City approximately 10.79% over the remaining life of the issues. The net present value savings includes the debt issuance costs. **If this ordinance is approved, the City Council will be delegating to the City Manager and the Chief Financial Officer the authority to effect the bond sale when the net present value savings hits the 5% threshold through April 14, 2011. Currently, the net present value savings is above the 5% threshold, however, if the net present value savings should fall below the 5%, this will provide an opportunity to reach the 5% threshold over the next 6 months in order to generate as much savings as possible for the City.**

Refundings are typically done as negotiated sales rather than our normal bidding process. In a negotiated sale, a consortium of investment firms is selected with one firm named as the managing partner for the sale. The sale is negotiated and pricing is verified against

pricing for similar instruments within a few days of the actual sale date to make sure that the City is getting good pricing for its debt.

Budget & Financial Summary: Based on current estimates, the refunding will reduce the overall cost of the refunded bonds by at least 10.79% over the remaining life of the existing bonds. Total net present value savings will be at least \$4,216,986 against actual savings of at least \$883,873. Annual actual savings will range between at least \$441,572 and \$446,134 per year. The savings will help the City by providing an additional margin that Council may choose to use for projects not currently funded by an identified source.

Attachments:

1. Resolution approving a preliminary official statement and related materials for the sale of City of College Station, Texas General Obligation Refunding Bond, Series 2010.
2. Ordinance authorizing the issuance and sale of City of College Station, Texas General Obligation Refunding Bonds, Series 2010; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.

RESOLUTION APPROVING A PRELIMINARY OFFICIAL STATEMENT, AND RELATED MATERIALS FOR THE SALE OF "CITY OF COLLEGE STATION, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010"

WHEREAS, the City Council of the City of College Station, Texas (the "Council") has determined that it is in the best interest of the City of College Station, Texas (the "City") to issue its General Obligation Refunding Bonds, Series 2010 in the principal amount not to exceed \$40,000,000 (the "Obligations") for purposes described in the below described documents; and

WHEREAS, the City's Chief Financial Officer, the City's Financial Advisor, and the City's Bond Counsel are prepared to distribute necessary documents for such sale on a negotiated basis.

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

1. The Preliminary Official Statement for the Obligations, substantially in the form attached hereto is hereby approved, and the Chief Financial Officer of the City and the City's Financial Advisor are authorized to distribute the same to be used in connection with the public offering and the sale of the Obligations.

2. The Chief Financial Officer of the City and the City's Financial Advisor are authorized to apply to rating agencies for ratings on the Obligations and to bond insurance companies for possible insurance of the payment of the Obligations and to make presentations to them and provide to such entities the information reasonably requested by them.

3. The Council hereby deems the Preliminary Official Statements to be final in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

4. The Council hereby authorizes its advisors, the Chief Financial Officer of the City, and its members to do all things necessary to sell the Obligations.

PASSED AND APPROVED THIS 14TH DAY OF OCTOBER, 2010.

Nancy Berry, Mayor

Sherry Marshburn, City Secretary

(SEAL)

APPROVED:



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

* * *

EXHIBIT A
PRELIMINARY OFFICIAL STATEMENT

ORDINANCE

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF COLLEGE STATION, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010; ESTABLISHING PARAMETERS REGARDING THE SALE OF THE BONDS; APPROVING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; AND ALL OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS
COUNTY OF BRAZOS
CITY OF COLLEGE STATION

WHEREAS, the City of College Station (the "City" or "Issuer") has previously issued certain obligations of the Issuer described in Schedule I attached hereto and incorporated herein (collectively, the "Refunded Obligations"), and the Refunded Obligations are intended to be and shall be refunded pursuant to this Ordinance;

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow or similar agreement with such paying agent for the Refunded Obligations or trust company or commercial bank that does not act as a depository for the Issuer with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations in order to restructure the Issuer's outstanding debt service as well as to achieve a net present value debt service savings, with such savings, among other information and terms to be included in a bond purchase contract (the "Purchase Contract") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, because of fluctuating conditions in the municipal bond market, the City Council has determined to delegate to the Pricing Officer hereinafter designated the authority to

effect the sale of the bonds hereinafter authorized for the purpose of providing for the refunding of all or a portion of the Refunded Obligations, subject to the parameters hereinafter described;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Chapter 1207; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. **BONDS AUTHORIZED.** That the Issuer's bonds (the "Bonds") are hereby authorized to be issued in an aggregate principal amount not to exceed \$40,000,000 for the purpose of refunding all or a portion of the Refunded Obligations and paying costs incurred in connection with the issuance of the Bonds. The Bonds shall be designated as the "**City of College Station, Texas General Obligation Refunding Bonds, Series 2010**".

Section 2. **DATE, DENOMINATIONS, NUMBER, MATURITIES AND TERMS OF BONDS; DELEGATION TO PRICING OFFICER.** (a) That initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of the Bonds or any portion or portions thereof, in the denomination of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), maturing not later than February 15, 2022, payable serially or otherwise on the dates, in the years and in the principal amounts, and dated, all as set forth in the Purchase Contract.

(b) As authorized by Chapter 1207, the City Manager and the Chief Financial Officer are hereby authorized, appointed, and designated to act severally on behalf of the Issuer as the pricing officer (the "Pricing Officer") in selling and delivering the Bonds pursuant to the Purchase Contract which the Pricing Officer is hereby authorized to execute, and to act in determining which of the Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including determining and fixing the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the aggregate principal amount of the Bonds, the date of delivery of the Bonds, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount of Bonds to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, and the refunding of the Refunded Obligations, including obtaining a municipal bond insurance policy in support of all or any portion of the Bonds, all of which shall

be specified in the Purchase Contract; provided, that (i) the price to be paid for the Bonds shall not be less than 95% of the aggregate original principal amount thereof, plus accrued interest thereon from the date of their delivery, (ii) none of the Bonds shall bear interest at a rate greater than 10.00% per annum, and (iii) the Bonds shall not be sold for the purpose of refunding the Refunded Obligations unless the refunding of the Refunded Obligations results in achieving the minimum net present value debt service savings threshold described in subsection (c) of this Section of this Ordinance. The amount of the savings to be realized from the refunding of the Refunded Obligations, on both a gross and a present value basis, shall be set forth in a certificate (further described in subsection (c) of this Section of this Ordinance) to be executed by the Pricing Officer upon the execution of the Purchase Contract. In addition, the Pricing Officer is authorized to determine the principal amount of Bonds to be issued and sold, if any, to provide for the refunding of Refunded Obligations; provided, that the determination by the Pricing Officer to issue Bonds for the purpose of refunding Refunded Obligations shall be subject to the parameters set forth in subsection (c) of this Section. A finding or determination made by the Pricing Officer acting under the authority delegated thereto by this Ordinance with respect to all matters relating to the issuance and sale of the Bonds shall have the same force and effect as a finding or determination made by the City Council. The delegation made hereby shall expire if not exercised by the Pricing Officer on or before April 14, 2011.

(c) The Issuer hereby finds that the issuance of the Bonds for the purpose of refunding the Refunded Obligations to realize a net present value savings is a public purpose. As a condition to the issuance of the Bonds, the refunding of the aggregate principal amount of the Refunded Obligations must produce (i) a net present value savings, calculated in accordance with GASB Statement No. 7, of at least five percent (5%), and (ii) a positive gross savings. The principal amount of Bonds, if any, issued to refund Refunded Obligations, and the Refunded Obligations to be refunded, shall be specifically identified in the Purchase Contract. The Pricing Officer may elect not to refund any or all of the obligations listed in Schedule I, but in no event shall the Bonds be issued for the purpose of refunding Refunded Obligations if the refunding of the aggregate principal amount of the obligations selected for refunding does not result in the realization of the minimum savings threshold established in this subsection. Should Bonds be sold for the purpose of refunding the Refunded Obligations, on or before the date of delivery of the Bonds the Pricing Officer of the Issuer shall execute and deliver to the City Council a certificate stating that the savings thresholds herein established have been realized. This certificate shall specifically state both the net present value savings and the gross savings realized by the Issuer as a result of refunding the Refunded Obligations. The determination of the Pricing Officer relating to the issuance and sale of Bonds to refund Refunded Obligations in such principal amount as provided in the Purchase Contract shall have the same force and effect as if such determination were made by the City Council.

(d) The Pricing Officer of the Issuer is authorized and directed to provide for and oversee the preparation of a preliminary and final official statement in connection with the issuance of the Bonds, and to approve such preliminary and final official statement and deem such preliminary official statement final in compliance with the Rule and to provide it to the Underwriters of the Bonds in compliance with the Rule.

Section 3. **REDEMPTION.** (a) That the Bonds may be subject to redemption prior to their scheduled maturities at the option of the Issuer, on the dates and in the manner as provided in the Purchase Contract. Should the Purchase Contract provide for the redemption of the Bonds prior to their scheduled maturities at the option of the Issuer, if less than all of the Bonds are to be redeemed by the Issuer, the Issuer shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot Bonds, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

(b) Should the Purchase Contract provide for the mandatory sinking fund redemption of the Bonds, the terms and conditions governing any such mandatory sinking fund redemption relating thereto shall be as set forth in the Purchase Contract.

(c) At least thirty (30) days prior to the date any such Bonds are to be redeemed, (i) a written notice of redemption shall be given by the Paying Agent/Registrar to the registered owner of each Bond or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class, postage prepaid, addressed to each such registered owner at the address thereof as shown on the Registration Books and (ii) a notice of such redemption shall be published one time in a financial journal or publication of general circulation in the United States of America or the State of Texas carrying as a regular feature notices of municipal bonds called for redemption; provided, however, that the failure to send, mail or receive such notice described in (i) above, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and the publication of notice as described in (ii) above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Bonds. By the date fixed for any such redemption, due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Bonds or any portion thereof. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing or accruing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in this Ordinance. In addition, notice of such redemption shall be provided in the manner described in Section 3(e) hereof, but the

failure to provide such notice as described in Section 3(e) hereof shall not affect the validity or effectiveness of the proceedings for the redemption of the Bonds.

(d) With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(e) (i) In addition to the manner of providing notice of redemption of Bonds as described in Section 3(c), the Paying Agent/Registrar shall give notice of redemption of Bonds by United States mail, first-class, postage prepaid, at least thirty (30) days prior to a redemption date to the Municipal Securities Rulemaking Board (the "MSRB"). In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the MSRB at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. The Paying Agent/Registrar shall also send a notice of redemption to the registered owner of any Bonds who has not sent the Bonds in for redemption sixty (60) days after the redemption date. The failure to send, mail or receive any such notice described in this clause (e)(i), or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond.

(ii) Each redemption notice, whether required in the FORM OF BOND or otherwise by this Ordinance, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, the amounts called of each Bond, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bond may be redeemed including a contact person and telephone number.

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

Section 4. **INTEREST.** That the Bonds shall bear interest at the rates per annum, and shall be payable on the dates to their respective dates of maturity, or to the date fixed for redemption prior to their scheduled maturities, as provided in the Purchase Contract. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 5. PAYING AGENT/REGISTRAR; BOOK-ENTRY ONLY SYSTEM. (a) That the Issuer shall keep or cause to be kept at the corporate trust office designated by The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, as its place of payment for the Bonds, or such other bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve and perform duties of and services of paying agent and registrar, named in accordance with the provisions of (g) of this Section hereof (the "Paying Agent/Registrar"), books or records of the registration and transfer of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep the Registration Books and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The place of payment so designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of such registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided. The Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any entity other than the Issuer. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond for transfer of registration and cancellation to the Paying Agent/Registrar at its Designated Trust Office during normal business hours, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of the Bond, or any portion thereof in any Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have the Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute bond or bonds shall be issued in exchange therefor in the manner herein provided. As of the date this Ordinance is approved by the Issuer, the Designated Trust Office is the Dallas, Texas corporate trust office of The Bank of New York Mellon Trust Company, National Association.

(b) The entity in whose name any Bond shall be registered in the Registration Books at any time shall be treated as the absolute owner thereof for all purposes of this Ordinance, whether such Bond shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary unless otherwise required by law; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, and to act as its agent to exchange or replace Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all exchanges of the Bonds, and all replacements of the Bonds, as provided in this Ordinance.

(d) Each Bond may be exchanged for fully registered bonds in the manner set forth herein. Each Bond issued and delivered pursuant to this Ordinance, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF BOND, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, at the request of the registered owner a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in an Authorized Denomination, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Bonds for all purposes of this Ordinance, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF BOND (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, manually sign and date the Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed and dated. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, pursuant to Chapter 1206, Texas Government Code, particularly Subchapter B thereof. The duty of such exchange or replacement of Bonds as described in the preceding sentence is hereby imposed upon the Paying Agent/Registrar, and upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. Neither the 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 15 days before the day of the first mailing of a notice of

redemption of Bonds and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Bond after it is selected for redemption, in whole or in part, when such redemption is scheduled to occur within 30 calendar days; provided, however, such limitation shall not be applicable to an exchange by the owner of the uncalled principal balance of a Bond.

(e) All Bonds issued in exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on the Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND.

(f) The Issuer shall pay all of the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers, conversions and exchanges of the Bonds in accordance with an agreement between the Issuer and the Paying Agent/Registrar, but the registered owner of any Bond requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. In addition, the Issuer hereby covenants with the registered owners of the Bonds that it will pay the reasonable standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due.

(g) The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar, to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer 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 Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the services of Paying Agent/Registrar, which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar, to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the Issuer and to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class, postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting

the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) The Bonds issued in exchange for the Bonds initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date (as defined in the FORM OF BOND), the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

Section 6. **FORM OF BONDS.** That the form of all Bonds, including the form of the Authentication Certificate, the form of Assignment, and the form of the Comptroller's Registration Certificate to accompany the Bonds on the initial delivery thereof, shall be, respectively,

substantially in the form set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance, and with the Bonds to be completed with information set forth in the Purchase Contract.

Section 7. **DEFINITIONS.** That, as used in this Ordinance, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "Authorized Denomination" shall have the same meaning as set forth in Section 2(a) hereof.

The terms "Bonds" shall mean one or more, as the case may be, of the City of College Station, Texas General Obligation Refunding Bonds, Series 2010, authorized to be issued by this Ordinance.

The term "Business Day" shall mean a day other than a Saturday, Sunday, a legal holiday, or a day on which banking institutions are authorized by law or executive order to close in the Issuer or the city where the Designated Trust Office of the Paying Agent/Registrar is located.

The terms "City" and "Issuer" shall mean the City of College Station, Texas.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "DTC" shall mean The Depository Trust Company, New York, New York.

The term "DTC Participant" shall mean the securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "Designated Trust Office" shall have the same meaning as set forth in Section 5(a) hereof.

The term "Escrow Agent" shall mean The Bank of New York Mellon Trust Company, National Association.

The term "Escrow Agreement" shall mean the Escrow Agreement between the Issuer and the Escrow Agent, executed in connection with the refunding of the Refunded Obligations.

The term "Interest and Sinking Fund" shall have the meaning as set forth in Section 8(a) hereof.

The term "MSRB" shall mean the Municipal Securities Rulemaking Board.

The term "Paying Agent/Registrar" shall have the meaning as set forth in Section 5(a) hereof.

The term "Refunded Obligations" shall mean those obligations identified in Schedule I attached to this Ordinance that are selected to be refunded by the Pricing Officer in accordance with Section 2 hereof.

The term "Rule" shall mean SEC Rule 15c2-12, as amended from time to time.

The term "SEC" shall mean the United States Securities and Exchange Commission.

The term "Year" shall mean the regular fiscal year established by the Issuer.

Section 8. LEVY OF TAX; INTEREST AND SINKING FUND; TRANSER. (a) That a special fund or account, to be designated the "City of College Station, Texas Series 2010 Refunding Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide a sinking fund to pay the principal (including mandatory sinking fund redemption payments, if any) of the Bonds as such principal matures or comes due through operation of the mandatory sinking fund redemption, if any, but never less than 2% of the original amount of the Bonds as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the Issuer for each year while any of the Bonds are outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Ad valorem taxes necessary to pay the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. There shall be appropriated from the General Fund of the Issuer 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, 2011.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of ad valorem taxes granted by the Issuer under this Section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of ad valorem taxes granted by the Issuer 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 Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(c) The Issuer shall do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest due on the Bonds.

Section 9. **DEFEASANCE OF BONDS.**

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

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

Section 10. **FUNDS SECURED.** That money in all Funds created by this Ordinance, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the Issuer.

Section 11. **AMENDMENT OF ORDINANCE.** The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating a majority in aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained

shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by United States mail, first-class, postage prepaid, to each registered owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 12. DAMAGED, MUTILATED, LOST, STOLEN OR DESTROYED BONDS.

(a) That in the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the Issuer 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 Issuer 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 Issuer 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 Issuer whether the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) In accordance with Chapter 1206, Texas Government Code, particularly Subchapter B thereof, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in Section 5 of this Ordinance for Bonds issued in exchange for other Bonds.

Section 13. **TAX COVENANTS.** (a) The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as bonds described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith (the "Projects") are so used, such amounts, whether received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

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

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

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

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued, and in the case of a current refunding bond, for a period of 90 days or less,

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

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the Pricing Officer and the Chief Financial Officer of the Issuer, acting severally but not jointly, to execute any documents, certificates or reports required by the Code and

to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 14. **CONTINUING DISCLOSURE UNDERTAKING.** (a) Annual Reports. (i) The Issuer 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 2011, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 2(d) of this Ordinance, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer 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 Issuer 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 Issuer 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 Issuer 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 (including an official statement or other offering document, if it is available from the MSRB) that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Material Event Notices if Bonds are sold prior to December 1, 2010. The Issuer 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 Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. The provisions of this subsection apply only if the Issuer enters into a binding written contract for the sale of the Bonds prior to December 1, 2010.

(c) Event Notices if Bonds are sold on or after December 1, 2010. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
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, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (c) of this Section by the time required by subsection (c). The provisions of this subsection apply only if the Issuer enters into a

binding written contract for the sale of the Bonds on or after December 1, 2010. As used in clause (c)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the City Council and official or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(d) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer 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 Issuer 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 Issuer'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 Issuer 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 ISSUER 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 ISSUER, 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 Issuer 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 Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer 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 Issuer 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 Issuer, 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 Issuer (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 Issuer 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 Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 15. **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 Issuer, 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 Issuer.

(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 Issuer, or any official, officer or employee of the Issuer in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or

thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Bonds then outstanding.

(c) Remedies Not Exclusive. (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or members of the Issuer or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the Issuer, 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 16. APPROVAL AND REGISTRATION OF BONDS. That the City Manager of the Issuer is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act therefor) shall manually sign the Comptroller's Registration Certificate set forth in the FORM OF BOND. The Bonds thus registered shall remain in the custody of the City Manager (or the designee thereof) until delivered to the Underwriters.

Section 17. FURTHER PROCEDURES. That the City Manager, the Chief Financial Officer of the Issuer, any Assistant City Manager, and all other officers, employees, and agents of the Issuer, 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 Issuer all such instruments, whether herein mentioned, as may be necessary or desirable in order to carry out

the terms and provisions of this Ordinance, and the sale and delivery of the Bonds and fixing all details in connection therewith. In addition, the City Council hereby determines that the Refunded Obligations so identified in the Purchase Contract shall be called for redemption on the redemption date or dates set forth in Schedule I, at the applicable redemption price to the date fixed for redemption as provided in Schedule I. The City Manager or the designee thereof shall take such actions as are necessary to cause the required notice of redemption to be given in accordance with the terms of each ordinance for the Refunded Obligations called for redemption. Should a municipal bond insurance policy be obtained insuring the payment of debt service on all or any portion of the Bonds, it is hereby authorized that a statement of insurance provided by the bond insurer may be printed on the Bonds so insured. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Bonds, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

Section 18. **USE OF PROCEEDS.** That the proceeds representing accrued interest on the Bonds shall be deposited to the credit of the Interest and Sinking Fund. Proceeds representing premium, if any, paid by the Underwriters in connection with the sale of the Bonds may be used for any purpose authorized by Section 1201.042(d), Texas Government Code, including specifically, but not by way of limitation, in connection with the refunding of Refunded Obligations. The Issuer shall cause to be deposited with the Escrow Agent, from the proceeds from the sale of the Bonds and other available moneys of the Issuer, an amount sufficient to provide for the refunding of the Refunded Obligations in accordance with Chapter 1207 and the terms of the Escrow Agreement.

Section 19. **ESCROW AGREEMENT.** That the City Manager or the Chief Financial Officer of the Issuer, and the City Secretary are hereby authorized, for and on behalf of the Issuer, to execute, attest and deliver the Escrow Agreement to accomplish the establishing of firm banking arrangements in connection with the refunding of the Refunded Obligations, in substantially the form and substance attached to this Ordinance as Exhibit C, with such changes as the Pricing Officer deems necessary to effect the sale of the Bonds.

Section 20. **PREAMBLE.** That the preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

Section 21. **RULES OF CONSTRUCTION.** For all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the Issuer and any future amendments thereto or successor provisions

thereof. Any reference to "FORM OF BOND" shall refer to the form of the Bonds set forth in Exhibit A to this Ordinance.

Section 22. **IMMEDIATE EFFECT.** That this Ordinance shall be effective immediately from and after its passage in accordance with the provisions of Section 1201.028, Texas Government Code.

(execution page follows)

PASSED AND APPROVED ON _____, 2010

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

A handwritten signature in black ink, appearing to read "Jeffrey A. Horton", written over a horizontal line.

SCHEDULE I
SCHEDULE OF REFUNDED OBLIGATIONS

Utility System Revenue Bonds, Series 2000

Maturity Date	Interest	Par	Call	Call
February 1	Rate	Amount	Date*	Price
2012	5.250%	\$ 650,000		100.00
		\$ 650,000		

General Obligation Improvement Bonds, Series 2001

Maturity Date	Interest	Par	Call	Call
February 15	Rate	Amount	Date*	Price
2012	4.400%	\$ 205,000	2/15/2011	100.00
2013	4.500%	215,000	2/15/2011	100.00
2014	4.625%	225,000	2/15/2011	100.00
2015	4.750%	240,000	2/15/2011	100.00
2016	4.750%	250,000	2/15/2011	100.00
2017	4.875%	265,000	2/15/2011	100.00
		\$ 1,400,000		

Utility System Revenue Bonds, Series 2001

Maturity Date	Interest	Par	Call	Call
February 1	Rate	Amount	Date*	Price
2012	4.400%	\$ 1,150,000	2/1/2011	100.00
2013	4.500%	1,215,000	2/1/2011	100.00
2014	4.600%	1,285,000	2/1/2011	100.00
2015	4.700%	1,360,000	2/1/2011	100.00
2016	4.750%	1,435,000	2/1/2011	100.00
2017	4.800%	1,515,000	2/1/2011	100.00
2018	4.875%	1,600,000	2/1/2011	100.00
2019	5.000%	1,695,000	2/1/2011	100.00
2020	5.000%	1,790,000	2/1/2011	100.00
2021	5.000%	1,890,000	2/1/2011	100.00
		\$ 14,935,000		

Certificates of Obligation, Series 2001

Maturity Date	Interest	Par	Call	Call
February 15	Rate	Amount	Date*	Price
2012	4.400%	\$ 85,000	2/15/2011	100.00
2013	4.500%	90,000	2/15/2011	100.00
2014	4.625%	95,000	2/15/2011	100.00
2015	4.750%	100,000	2/15/2011	100.00
2016	4.750%	105,000	2/15/2011	100.00
2017	4.875%	115,000	2/15/2011	100.00
2018	4.900%	120,000	2/15/2011	100.00
2019	5.000%	130,000	2/15/2011	100.00
2020	5.000%	135,000	2/15/2011	100.00
		\$ 975,000		

General Obligation Improvement Bonds, Series 2002

Maturity Date	Interest	Par	Call	Call
February 15	Rate	Amount	Date*	Price
2013	4.625%	\$ 315,000	2/15/2012	100.00
2014	4.875%	335,000	2/15/2012	100.00
2015	5.000%	350,000	2/15/2012	100.00
2016	5.000%	370,000	2/15/2012	100.00
2017	5.000%	390,000	2/15/2012	100.00
2018	5.000%	410,000	2/15/2012	100.00
2019	5.000%	435,000	2/15/2012	100.00
2020	5.125%	455,000	2/15/2012	100.00
2021	5.125%	480,000	2/15/2012	100.00
		3,540,000		

Utility System Revenue Bonds, Series 2002

Maturity Date	Interest	Par	Call	Call
February 1	Rate	Amount	Date*	Price
2013	4.600%	\$ 895,000	2/1/2012	100.00
2014	5.000%	940,000	2/1/2012	100.00
2015	5.000%	995,000	2/1/2012	100.00
2016	5.000%	1,045,000	2/1/2012	100.00
2017	5.000%	1,100,000	2/1/2012	100.00
2018	5.000%	1,160,000	2/1/2012	100.00
2019	5.000%	1,225,000	2/1/2012	100.00
2020	5.125%	1,290,000	2/1/2012	100.00
2021	5.125%	1,360,000	2/1/2012	100.00
2022	5.125%	1,435,000	2/1/2012	100.00
		11,445,000		

Certificates of Obligation, Series 2002

Maturity Date	Interest	Par	Call	Call
February 15	Rate	Amount	Date*	Price
2013	4.625%	\$ 635,000	2/15/2012	100.00
2014	4.750%	665,000	2/15/2012	100.00
2015	5.000%	705,000	2/15/2012	100.00
2016	5.000%	740,000	2/15/2012	100.00
2017	5.000%	780,000	2/15/2012	100.00
2018	5.000%	825,000	2/15/2012	100.00
2019	5.000%	870,000	2/15/2012	100.00
2020	5.125%	915,000	2/15/2012	100.00
		\$ 6,135,000		

* Preliminary; subject to change. The specific call date for each series of Refunded Obligations shall be as set forth in the Purchase Contract.

Exhibit A

FORM OF BOND:

NO. R- _____ \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
BRAZOS COUNTY

CITY OF COLLEGE STATION, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2010

INTEREST RATE	DATED DATE	MATURITY DATE	CUSIP NO.
__%	_____, 2010	_____	_____

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

and to pay interest thereon, from the Dated Date of this Bond specified above, to the date of its scheduled maturity or the date of its redemption prior to scheduled maturity, at the rate of interest per annum specified above, with said interest being payable on _____, 20__, and semiannually on each _____ and _____ thereafter, except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Bond is dated later than _____, 20__, such interest is payable semiannually on each _____ and _____ following such date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office"), of The Bank of New York Mellon Trust Company, National Association, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof as shown by the "Registration Books" kept by the Paying Agent/Registrar at the close of business on the Record Date (hereinafter defined) by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class, postage prepaid, on each such interest payment date, to the registered owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method, acceptable to the Paying

Agent/Registrar, requested by, and at the risk and expense of, the registered owner. The record date ("Record Date") for the interest payable on any interest payment date means the last business day of the preceding month. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the registered owner of this Bond that no later than each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due, in the manner set forth in the ordinance authorizing the issuance of the bonds (the "Ordinance").

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions are authorized by law or executive order to close in the city where the Designated Trust Office of the Paying Agent/Registrar is located, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. Notwithstanding the foregoing, during any period in which ownership of the bonds of this Series is determined only by a book entry at a securities depository therefor, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THIS BOND is one of a series of Bonds of like tenor and effect except as to denomination, number, maturity, interest rate and right of prior redemption, dated _____, 2010, issued in the aggregate principal amount of \$_____ for the purpose of refunding the "Refunded Obligations" as defined in the Ordinance. All Bonds of this Series are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination").

THE BONDS of this series scheduled to mature on and after _____ 15, 20__ may be redeemed prior to their scheduled maturities, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, at the option of the City, on _____ 15, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed by the City, the City shall determine the maturity or maturities and the principal amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot Bonds, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

[THE BONDS scheduled to mature on February 15 in the years _____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

* Final Maturity

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]*

AT LEAST 30 days prior to the date fixed for any such redemption, (i) a written notice of such redemption shall be given by the Paying Agent/Registrar to the registered owner of each Bond or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class, postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar and (ii) a notice of such redemption shall be published one time in a financial journal or publication of general circulation in the United States of America or the State of Texas carrying as a regular feature notices of municipal bonds called for redemption; provided, however, that the failure to send, mail or receive such notice described in (i) above, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and the publication of notice as described in (ii) above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Bond or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Bond, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Bond or any portion hereof. If a portion of this Bond shall be redeemed a substitute Bond or

Bonds having the same maturity date, bearing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender hereof for cancellation, at the expense of the City, all as provided in the Ordinance.

AS PROVIDED IN THE ORDINANCE, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any Authorized Denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The City shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring, converting and exchanging any Bond or portion thereof; provided, however, that any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such transfer, conversion and exchange. In any circumstance, neither the City nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 15 days before the day of the first mailing of a notice of redemption of bonds and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Bonds so selected for redemption when such redemption is scheduled to occur within 30 calendar days; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and

provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the City, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each registered owner hereof and the City.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond, and the series of which it is a part, is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of this series of bonds, and of this Bond, have been properly done and performed and have happened in regular and due time, form and manner as required by law; that sufficient and proper provision for the levy and collection of ad valorem taxes has been made, which, when collected, shall be appropriated exclusively to the payment of this Bond and the series of which it is a part; and that the total indebtedness of the City of College Station, Texas, including the entire series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

XXXXX
City Secretary, City of College Station, Texas

XXXXX
Mayor, City of College Station, Texas

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the proceedings adopted by the Issuer as described in the text of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: The Bank of New York Mellon Trust Company, N.A.,
Paying Agent/Registrar

By _____
Authorized Representative

(FORM OF COMPTROLLER'S CERTIFICATE ATTACHED TO
THE BONDS UPON INITIAL DELIVERY THEREOF ONLY)

OFFICE OF COMPTROLLER : REGISTER NO. _____
STATE OF TEXAS :

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

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

(SEAL)

Comptroller of Public Accounts of
the State of Texas

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or type name and address, including zip code of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

The printer of the Bonds is hereby authorized to print on the Bonds (i) the form of bond counsel's opinion relating to the Bonds, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Bonds.

*Inserted and completed if term bonds are sold, as provided in the Purchase Contract.

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 14 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below (and included in the Appendix or under the headings of the Official Statement referred to):

1. The "Audit Report" for the most recently concluded fiscal year.
2. The information included in the Official Statement under the following captions, but for the most recently concluded fiscal year: Tables numbered 1 through 6, and 8 through 14.

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.

EXHIBIT C

FORM OF ESCROW AGREEMENT

(see attached)

ESCROW AGREEMENT

City of College Station, Texas General Obligation Refunding Bonds, Series 2010

THIS ESCROW AGREEMENT, dated as of November _____, 2010 (herein, together with any amendments or supplements hereto, called the "Agreement") is entered into by and between the City of College Station, Texas (herein called the "Issuer") and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent"). The addresses of the Issuer and the Escrow Agent are shown on Exhibit "A" attached hereto and made a part hereof.

W I T N E S S E T H:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations (the "Refunded Obligations") described in the Verification Report of Grant Thornton LLP, a true and correct copy of which is attached hereto as Exhibit "B" and made a part hereof (the "Report"), relating to the Refunded Obligations; and

WHEREAS, the Refunded Obligations are scheduled to mature on such dates, bear interest at such rates, and be payable at such times and in such amounts as are set forth in the Report; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with any place of payment (paying agent) for any of the Refunded Obligations, or a trust company or commercial bank that does not act as a depository for the Issuer, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such paying agent for any of the Refunded Obligations, or a trust company or commercial bank that does not act as a depository for the Issuer, with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent, trust company or commercial bank may agree, provided that such deposits may be invested only in obligations described in Section 1207.062 of Chapter 1207, which obligations may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due; and

WHEREAS, this Agreement constitutes an escrow agreement of the kind authorized and required by said Chapter 1207; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the issuance, sale, and delivery of the City of College Station, Texas General Obligation Refunding Bonds, Series 2010 (the "Refunding Bonds") have been authorized and will be issued, sold and delivered for the purpose, among others, of obtaining the funds required to provide for the payment of the principal of the Refunded Obligations at their respective maturity dates or dates of redemption and the interest thereon to such dates; and

WHEREAS, the Issuer desires that, concurrently with the delivery of the Refunding Bonds to the purchasers thereof, certain proceeds of the Refunding Bonds, together with certain other available funds of the Issuer, if applicable, shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their maturity dates or dates of redemption; and

WHEREAS, to facilitate the payment of the principal of and interest on the Refunded Obligations, and to facilitate receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Issuer desires to establish the Escrow Fund at the designated corporate trust office of the Escrow Agent; and

WHEREAS, The Bank of New York Mellon Trust Company, National Association acts in the capacity of paying agent for the Refunded Obligations, and constitutes the "Paying Agent" as such term is used in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

"Escrow Fund" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrowed Securities" means the direct noncallable, non-prepayable United States Treasury obligations and obligations the due timely payment of which is unconditionally guaranteed by the United States of America described in the Report or cash or other direct obligations of the United States of America, as permitted by Chapter 1207, substituted therefor pursuant to Article IV of this Agreement.

Section 1.02. Other Definitions. The terms "Agreement", "Issuer", "Escrow Agent", "Refunded Obligations", "Refunding Bonds," "Report" and "Paying Agent", when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Obligations in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.01. Deposits in the Escrow Fund. Concurrently with the sale and delivery of the Refunding Bonds the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the City of College Station, Texas General Obligation Refunding Bonds, Series 2010 Escrow Fund (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund and make available to the Paying Agent for the Refunded Obligations, the amounts required to pay the principal of the Refunded Obligations at their respective maturity and redemption dates and interest thereon in the amounts and on the date shown in the Report.

Section 3.03. Sufficiency of Escrow Fund. The Issuer represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunded Obligations as such interest comes due and the principal of the Refunded Obligations as the Refunded Obligations mature or are subject to redemption, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Refunded Obligations to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow

Agent as trust funds for the benefit of the owners of the Refunded Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Refunded Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agents.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01. Duty of Escrow Agent to Investment Funds. Except as provided in Sections 3.01, 4.02, and 4.03 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.02. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations - State and Local Government Series with an interest rate equal to zero percent (0%) to the extent (i) such Treasury Obligations are available from the Department of the Treasury and (ii) such reinvestments are called for in the Report. All such reinvestments shall be made, if and to the extent so required, only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes or Bonds - State and Local Government Series. All such reinvestments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. Substitutions and Reinvestments. At the written direction of the Issuer, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other moneys or securities held in the Escrow Fund, provided that the Issuer delivers to the Escrow Agent the following:

- (1) an opinion by an independent certified public accountant that after such substitution or reinvestment the principal amount of the securities in the Escrow Fund, together with the interest thereon and other available moneys in the Escrow Fund, will be sufficient to pay, without further investment or reinvestment, as the same become due in

accordance with the Report, the principal of, interest on and premium, if any, on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Refunded Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the Issuer.

Section 4.04 Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Bonds or Refunded Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 3.01, 3.02, 4.02, and 4.03 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it is the Paying Agent for the Refunded Obligations, that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Refunding Bonds or the Refunded Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment and paying agent and/or a Paying Agent/-Registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement and the Report.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with

others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 7.03. Compensation. (a) Concurrently with the sale and delivery of the Refunding Bonds, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amounts set forth in Exhibit C attached hereto, the sufficiency of which is hereby acknowledged by the Escrow Agent to pay its fee for performing the services hereunder and for all future paying agency services as Paying Agent for the Refunded Obligations. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) Upon receipt of the aforesaid specific sums stated in subsection (a) of this Section 7.03 for Escrow Agent and paying agency fees, expenses, and services, the Escrow Agent shall acknowledge such receipt to the Issuer in writing.

Section 7.04. Successor Escrow Agents.

(a) If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

(b) Any successor Escrow Agent shall be: (i) a corporation, bank or banking association organized and doing business under the laws of the United States or the State of Texas; (ii) be authorized under such laws to exercise corporate trust powers; (iii) be authorized under Texas law to act as an escrow agent; (iv) have its principal office and place of business in the State of Texas; (v) have a combined capital and surplus of at least \$5,000,000; and (vi) be subject to the supervision or examination by Federal or State authority.

(c) Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

(d) The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent. If the sixty day notice period expires and no successor has been appointed, the Escrow Agent, at the expense of the Issuer, has the right to petition a court of competent jurisdiction to appoint a successor under this Agreement.

(e) Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its Paying Agent's fee hereunder.

Section 7.05. Indemnity. To the extent permitted by law, the Issuer agrees to indemnify and save harmless the Escrow Agent from all losses, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which may be incurred by the Escrow Agent as a result of its acceptance of the Escrow Fund or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses have resulted from the bad faith or negligence of the Escrow Agent, and such indemnification shall survive the resignation by or removal of the Escrow Agent, or the termination of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit "A" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent to Moody's Investors Service, Attn: Public Finance Rating Desk/Refunded Bonds, 99 Church Street, New York, New York 10007 and Standard & Poor's Corporation, Attn: Municipal Bond Department, 25 Broadway, New York, New York 10004 and Fitch, Inc., One State Street Plaza, New York, New York 10004.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Refunded Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective Date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report, together with the specific sums stated in subsection (a) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Obligations.

Section 8.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original for all purposes, and all counterparts shall together constitute one and the same instrument.

(execution page follows)

EXECUTED as of the date first written above.

CITY OF COLLEGE STATION, TEXAS

By _____
City Manager

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By _____
Title: _____

INDEX TO EXHIBITS

- Exhibit "A" Addresses of the Issuer and the Escrow Agent
- Exhibit "B" Verification Report of Grant Thornton LLP
- Exhibit "C" Escrow Agent Fee Schedule

EXHIBIT "A"

ADDRESSES OF THE ISSUER
AND ESCROW AGENT

ISSUER

City of College Station
1101 Texas Avenue
College Station, Texas 77840

Attention: Chief Financial Officer or City Treasurer

ESCROW AGENT

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan Street, Suite 800
Dallas, Texas 75201

Attention: Corporate Trust Department

EXHIBIT "B"

VERIFICATION REPORT OF
GRANT THORNTON LLP

EXHIBIT "C"

ESCROW AGENT FEE SCHEDULE

**October 14, 2010
Regular Agenda Item No. 2
Phillips Square Rezoning**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 19.749 acres from A-O Agricultural Open and R-1 Single-Family Residential to PDD Planned Development District for multi-family, office, and general commercial uses, for 529 William D. Fitch Parkway, generally located on the north side of William D. Fitch Parkway, west of the Castle Rock Subdivision and wetlands mitigation area.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure, Neighborhood Integrity, and Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their September 16, 2010 meeting and voted (6-0) to recommend approval of the rezoning request with the condition that single-family, townhouse, and duplex uses be utilized in lieu of the proposed multi-family residential, and with the following additional conditions related to transportation facilities:

- A bike lane be provided on the "Commercial Street."
- A right-turn deceleration lane be provided at the intersection of "Commercial Street" and State Highway 40.
- Right-turn lanes be provided at each intersection of the "Private Drive" with the "Commercial Street" and Castle Rock Parkway.

Staff recommended approval of this rezoning request with the above mentioned conditions related to transportation facilities.

Summary: The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

1. Consistency with the Comprehensive Plan: The Comprehensive Plan Future Land Use and Character Map designates the subject property as Urban and Natural Areas Reserved. The property is also considered to be within Growth Area II. The Urban designation is for a very intense level of development activity tending to consist of townhouses, duplexes, and apartments. Within growth areas, an Urban designation may also permit commercial, office, business park, and vertical mixed uses. The Comprehensive Plan states that Natural Areas Reserved is for areas that represent a constraint to development that should be preserved for their natural function or open space qualities including areas of floodplain, riparian buffers, and for recreation facilities.

Prior to the adoption of the new Comprehensive Plan in May 2009, Council approved a land use amendment to the previous Comprehensive Plan in November 2008 for this tract and part of the adjacent Seaback tract. The change was from Single-Family Residential Medium Density and Floodplain and Streams to General Commercial, Office, and Residential Attached. In approving the request, Council stated that a Planned

Development District (PDD) request was desired for the rezoning phase of development (see attached Council Minutes). In keeping with this Council action and to ensure consistency with the Comprehensive Plan, Staff requested that a PDD be sought with this rezoning request.

It is Staff's understanding that Council requested a PDD with its associated Concept Plan so that a number of important aspects could be addressed with the development of this tract that a standard zoning district could not otherwise accomplish. Staff has further identified additional items that are applicable regarding a PDD:

- a) As stated in the Comprehensive Plan, it is generally City policy not to rezone Natural Area designations (floodplains and greenways) for development. Though some of the floodplain on the property is currently zoned R-1 Single-Family Residential, the proposed zoning would increase the intensity of uses and development permitted in the floodplain. The PDD shows the location of the floodplain and where and what type of development is proposed to occur in relation to it.
- b) The project proposed by the applicant is a mixed use development that would provide the opportunity to live, work, and play in the same area. The PDD shows how the uses are integrated together and how vehicular, bicycle, and pedestrian traffic is connected between the proposed uses. These connections are even more important considering this is an urban area planned for more intensive development.
- c) The adjacent property to the east is a deed restricted wetlands mitigation area required by the U.S. Army Corps of Engineers as part of the development of the Crowley tract, and has since been deeded to the City. This request shares a common boundary of almost a half mile with the wetlands mitigation area and intense development directly adjacent to it could be detrimental to its integrity and the purposes for which it was required. The PDD includes a "no development" area along portions of the mitigation area. This area is approximately 1.1 acres and was determined using a 75, 50 or 25 foot setback from the stream conveyance area, as shown on the Concept Plan.
- d) The Bicycle, Pedestrian and Greenways Master Plan shows a future multi-use path parallel to the adjacent creek and wetlands mitigation area. Given that development on the opposite side of the creek has likely precluded a path on that side, the multi-use path is proposed to be located on this side of the creek and will be constructed by the applicant. The PDD illustrates where the path will be located.
- e) The previous Comprehensive Plan Amendment included the development of a larger commercial area in connection with a portion of the Seaback tract over to Victoria Avenue. This request does not include the Seaback tract and the proposed C-1 General Commercial area diagonally bisects the commercial area. The PDD shows how these areas will be integrated together by providing a private drive, bicycle, and pedestrian connections to the adjacent tract.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Much of the property in the immediate vicinity is zoned as A-O Agricultural Open or for single-family residential developments. The proposed PDD includes more intense land uses, which the Comprehensive Plan anticipates with the Urban designation. The Natural Areas Reserved with the adjacent deed restricted wetlands mitigation area both protects a sensitive natural resource and provides a natural buffer between the proposed uses and nearby single-family developments.

3. **Suitability of the property affected by the amendment for uses permitted by the districts that would be made applicable by the proposed amendment:** As a result of the approval of the Comprehensive Plan Amendment in November 2008, the draft of the new Comprehensive Plan was amended to illustrate this area as an Urban designation along with the existing Natural Areas Reserved. The requested PDD includes uses that the Comprehensive Plan anticipates as being suitable for this area over the 20-year Plan horizon, with the exception of portions of the Natural Areas Reserved area of the tract. Floodplain areas in the City already entitled for development by existing zoning can proceed by complying with applicable FEMA and City regulations.

In addition to the physical suitability of the tract, the timing of the request also needs to be considered. As part of a City capital project, Victoria Avenue is being extended from its current termination south of Barron Road to William D. Fitch Parkway. The subject tract will not have access to Victoria Avenue until Castle Rock Parkway is continued across the adjacent Seaback tract. As such, this development will not have an easy interaction with the future high school site or other nearby developments until this occurs. In addition, there is a considerable amount of property zoned C-1 General Commercial in this area of the City. For example, when considering all four corners of the intersection of Williams D. Fitch Parkway and State Highway 6, there is over 300 acres is currently zoned C-1 General Commercial, which is an amount equivalent to the land area of four Post Oak Malls. While some of this area has begun to develop, it will take several years for the hundreds of remaining acres to develop.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property was rezoned to R-1 Single-Family Residential as part of a master planned development for the Crowley tract in 2002. Besides the Castle Rock subdivision, other developments such as Castlegate, Sonoma, Edelweiss Gartens, and Southern Trace have developed along William D. Fitch Parkway (State Highway 40) and/or along creek and greenway corridors.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** Though rezoned to R-1 Single-Family Residential in 2002, this property is in proximity to the intersection of William D. Fitch Parkway and Victoria Avenue. It is anticipated that this will be a grade-separated intersection in the future and would diminish the long-term value of this tract for single-family uses.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 8-inch and 24-inch waterlines along Castle Rock Parkway and William D. Fitch Parkway (State Highway 40), respectively. Sanitary sewer service may be provided via an existing 21-inch sanitary sewer line which crosses the tract. Drainage is generally to the northeast within the Spring Creek drainage basin. All utilities shall be designed in accordance with the BCS Unified Design Guidelines at the time of platting and site development.

A zoning Traffic Impact Analysis (TIA) was required and performed for this request based on the UDO requirement for any rezoning that will generate 150 trips in the peak hour threshold. The TIA results should be used by the Planning and Zoning Commission and City Council to discern potential traffic impacts of the rezoning on the surrounding transportation network, the availability of the transportation network infrastructure to

serve the development, and to discern potential mitigation solutions. The results of the TIA are as follows:

1. A TIA was required to be submitted by the applicant with a five year build out and by submitting a PDD, the applicant provided staff a clearer picture of the internal traffic circulation within the different uses and the impacts to the surrounding transportation network (i.e., Castle Rock Parkway and SH 40).
2. A general observation resulting from the concept plan is that the plan depicts that within the site, three collectors will be providing the roadway traffic volume capacity - Castle Rock Parkway, a commercial collector, and a private driveway built to collector standards (with regard to the number of travel lanes, sidewalks, and access management such as driveway spacing and speed). A minor collector has a volume capacity of 5,000 vehicles per day (VPD). Combined, these collectors provide for 15,000 VPD capacity and five outlets for traffic to egress and ingress the site with each outlet generally dividing the capacity equally for 3,750 VPD per outlet.
3. The TIA states that the proposed development will generate 6,404 VPD with 827 VPD presently utilizing Castle Rock Parkway. At build out, a total of 2,621 VPD will be generated by the Castle Rock subdivision, calculated and based on the Institute of Transportation Engineers (ITE) Report, trips generated by a single family land use. Combined (subject property plus Castle Rock Subdivision at build out) these trips total 9,025 VPD. Divided by the five collector outlets is 1,805 VPD per outlet, well within the collector VPD capacity.
4. A more detailed analysis was conducted as part of the TIA to describe the impacts to the surrounding roadway network. More specifically, a level of service analysis (LOS) was developed for following intersections: SH 40 at Victoria Avenue, Castle Rock Parkway at Victoria Avenue, SH 40 and Castle Rock Parkway, and SH 40 at the commercial collector roadway. Furthermore, two scenarios were developed: scenario one with Castle Rock Parkway extending to Victoria Avenue and the internal collectors (commercial street and private drive) providing internal circulation, and scenario two with the internal circulation provided by the internal collectors (however, Castle Rock Parkway was not extended to Victoria Avenue).
5. The scenarios analyzed the intersections of Castle Rock Parkway at Victoria Avenue, Castle Rock Parkway at SH 40, and SH 40 at the commercial collector. The LOS scale is A thru F, with A depicting the best traffic operation and F the worst traffic operation. Scenario one at build out generally operated at a better LOS with both scenarios operating within a LOS A and B. The worst LOS of these intersections was under scenario two at the intersection of Castle Rock Parkway and SH 40, operating at a LOS C.
6. With regard to the intersection at Victoria and SH40, taking into account the traffic generated by Castlegate, the new high school, and the proposed development, the northbound and the southbound movements at Victoria operated at a LOS of E and F in both scenarios (LOS D being the acceptable threshold as per the Unified Development Ordinance (UDO)).
7. A previous TIA conducted by the College Station Independent School District (CSISD) for the new high school indicated a signal met the warrant analysis based on the peak hour volume at the intersection of SH 40 at Victoria; however, TxDOT relies more on the 8-hour traffic volume warrant and the crash frequency warrant when warranting a signal (SH 40 is a TxDOT roadway). With the TIA for this development further confirming the operational deficiencies at this intersection, a signal will need to be installed in the future (when signal 8-hour warrant is met). Funding would need to be identified and potentially a sharing of costs could be worked out with CSISD, TxDOT, City of College Station, and the developer (for

example the developer paying a quarter of the cost with details being worked out with staff at a later stage such as at the site plan stage).

8. The TIA analyzed the intersection at Victoria at SH 40 with a signal in place and the LOS improved dramatically with a LOS C or better.
9. The TIA recommends that a right turn deceleration lane be constructed at the intersection of the commercial collector at SH 40 (ingress). Staff further recommends that right turn lanes be provided at each intersection of the private drive collector with the commercial collector and Castle Rock Parkway. Staff bases this recommendation on the UDO requirement that any development that generates 50 vehicles per hour (VPH) ingress will need to provide a right turn deceleration lane. This site generates 246 VPH ingress divided by four intersections (commercial collector at SH 40, private drive at Castle Rock Parkway – both north and south, and private drive at commercial collector) equals 61.5 VPH ingress. The right turn lanes will create a widening at the intersections, further helping with the traffic operations at these intersections.
10. Staff is comfortable with the private drive being built to collector-type standards with regard to the number of travel lanes, sidewalks, access management (such as driveway spacing), speed and the 24-foot width, provided that no parking is allowed and that the right turn deceleration lanes are provided as per the UDO requirement. However, if the private drive is intended to provide fire access, it will have to be worked out with the City's Fire Department to meet fire lane requirements.
11. Staff has recommended, and the developer has agreed, that the development will be phased in such a manner to limit the traffic onto Castle Rock Parkway from this development through the Castle Rock subdivision. Development that has access to only Castle Rock Parkway (and not to William D. Fitch Parkway or Victoria Avenue) will be limited such that the total projected traffic from this development is less than 420 VPD. Additional development could not occur until access to William D. Fitch or Victoria is provided. This will keep the LOS at LOS B which is the current LOS.
12. Finally, with regard to the TIA recommendations to Victoria at SH40, the following can be incorporated into the design of the future Victoria Avenue extension project being built by the City:
 - Southbound approach of the proposed Victoria Ave extension be built and striped to provide two southbound lanes and one northbound lane, at a minimum.
 - The SH 40 crossover be restriped for four lanes with the two interior lanes being exclusive left turn lanes - one northbound and one southbound.
 - The existing northbound approach of Victoria at SH 40 be striped for two northbound lanes and one southbound lane, at a minimum.

REVIEW OF CONCEPT PLAN

The applicant has provided the following information related to the purpose and intent of the proposed zoning district:

"The proposed development will provide a mix of uses necessary to support the demands for such uses resulting from the single-family residential developments in the vicinity of this development. Also, the multi-family component will provide an alternative to the single-family residential options available in this area. The development is anticipated to have a mix of uses with adequate pedestrian and vehicular accessibility and connectivity."

The applicant proposes to utilize C-1 General Commercial, R-4 Multi-Family, and A-P Administrative Professional as the base, underlying zoning districts, as applicable. The range of future building heights is proposed to be from 15 feet to 55 feet.

At the time of site plan and plat, the project will need to meet all applicable standards required by the Unified Development Ordinance. Staff is currently undertaking an effort to create new zoning districts to implement the different character areas envisioned by the Comprehensive Plan. In the absence of a defined urban zoning district, the applicant and Staff have negotiated through various standards to seek to attain an urban-style appropriate for this portion of the City, while seeking to retain flexibility for both parties. Through the PDD, the additional standards already described above are intended to achieve this objective along with the applicant's request for the following meritorious modifications:

- **Streets and Alleys, Table V, BCS Design Guidelines**
The applicant is requesting that the right-of-way width for the "Commercial Street" shown on the Concept Plan be 71 feet. Generally an 85-foot right-of-way is required for a collector in an urban context. Design requirements will be in accordance with the UDO and BCS Unified Design Guidelines. The applicant states that reducing the width of the "Commercial Street" right-of-way will provide for an "urban" design look to that portion of the development. Staff recommends that a bike lane that prohibits parking be included on the "Commercial Street" to support the reduction of right-of-way width.
- **Section 5.2 "Residential Dimensional Standards" and Section 5.4 "Non-Residential Dimensional Standards"**
The applicant is requesting reduction of building setbacks along the "Commercial Street" to 10 feet for all uses. All parking and landscaping requirements are proposed to be in accordance with the UDO. The applicant states that a reduction of building setbacks adjacent to the street will provide for an "urban" design look to that portion of the development.
- **Section 7.1.H.2 "Single Family Protection" of the Unified Development Ordinance**
The applicant is requesting that, although the adjacent City-owned property is zoned R-1 Single-Family Residential, it not be considered as a single-family use for the purpose of limiting height or increasing the setback for multi-family or non-residential buildings adjacent to the City-owned property. The applicant states that the City owned property cannot be developed so there is no need for setbacks based on the height of the buildings.
- **Section 7.6 "Buffer Requirements" of the Unified Development Ordinance**
The applicant is requesting that there be no buffers required where development is adjacent to the City-owned property. All other buffers are proposed to be in compliance with the UDO. The applicant states that a buffer fence or wall and landscaping would block the view from the development into the riparian area and negate the benefits of the greenbelt area.
- **Section 8.2.A.10 "Blocks" of the Unified Development Ordinance**
The applicant is requesting to vary from the 800-foot maximum block length requirement. No public streets are proposed to connect to Castle Rock Parkway within this development. The block length along the southern right-of-way of Castle Rock Parkway is 850 feet within this development and 1,310 feet to the first intersecting street in the Castle Rock Subdivision. The block length along the northern right-of-way

of Castle Rock Parkway is 760 feet within this development and 1,540 feet to the first intersecting street in the Castle Rock Subdivision. The applicant has proposed a "Private Driveway and Cross Access Easement" through the property that will meet minor collector standards for access and driveway spacing and lane width. This private drive reduces the block length by approximately 200 feet on the north side of Castle Rock Parkway and approximately 300 feet on the south side of Castle Rock Parkway.

Section 8.2.A.13 "Sidewalks" of the Unified Development Ordinance

The applicant is requesting that in the section of street where the multi-use path parallels the "Commercial Street," an additional sidewalk not be required along that side of the street. The applicant states that a sidewalk would be a duplication of the multi-use path.

The Unified Development Ordinance provides the following review criteria for PDD Concept Plans:

- 1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** The Concept Plan proposes a mix of multi-family, office, commercial uses, and open space. As designated on the Comprehensive Plan, the subject property is proposed as Urban and Natural Areas Reserved. An environment with a mix of uses potentially allows better opportunities for residents to shop, dine, and work where they live, thus reducing traffic on nearby streets and encouraging a more walkable environment. The property is bounded on two sides by a deed-restricted conservation area owned by the City, which cannot be developed. This allows the proposed uses to be buffered to/from the existing development in the area. The conservation area also provides a focal point for the development of the area. The proposed multi-use path and sidewalks will provide pedestrian and bicycle accessibility throughout the development and to the larger area.
- 2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** The proposed Concept Plan is in general conformity with the policies, goals, and objectives of the Comprehensive Plan. The Future Land Use and Character Map designates this area for Urban uses, including multi-family, office, and commercial, which is what is proposed. The Comprehensive Plan also designates a portion of the property for Natural Areas – Reserved. Generally, the policies in the Comprehensive Plan do not support development of FEMA designated floodplain. The property includes approximately 3.26 acres of floodplain designated by FEMA. A Letter of Map Revision (LOMR) has been prepared by Walter P. Moore & Associates that is pending approval by FEMA, which reduces the floodplain on site to 2.22 acres. The Concept Plan is proposing to designate approximately 1.1 acres (0.89 acres of FEMA floodplain) as a "no disturbance" area. This area was determined by using a 75-, 50-, or 25-foot setback from the stream conveyance area, as noted (and shown graphically) on the Concept Plan.
- 3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed development is bordered on two sides by a conservation easement owned by the City. The conservation area provides a natural buffer to the nearby single-family in the Castle Rock Subdivision. The Comprehensive Plan anticipates other Urban development in the area to the north and west, as well as preservation of the floodplain in those areas.
- 4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a**

homeowners association: The proposed development includes access to Castle Rock Parkway, William D. Fitch Parkway, a public commercial roadway, a private drive designed to function as a collector, and a future connection to Victoria Avenue. The multi-family units and commercial uses will access these roadways through a network of private drive aisles as depicted on the Concept Plan.

5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** The development proposes to construct the multi-use path located within and adjacent to the floodplain and/or roadway on the subject property. This will help facilitate bike and pedestrian transportation in the area.
6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The subject property and surrounding area is designated for Urban uses and Natural Areas. Besides the requested meritorious modifications, the proposed development will meet all City requirements.
7. **The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:** The proposed phasing of the development is such that no more than 420 vehicle trips maybe generated by the proposed development before the connection to William D. Fitch or Victoria Avenue must be made. The additional 420 trips on Castle Rock Parkway (in addition to the existing 827 trips from the homes in the Castle Rock subdivision) would retain the current Level of Service of "B." The estimated trip generation of Castle Rock Subdivision (at full build out) along Castle Rock Parkway is 2,621 vehicle trips. With the additional maximum trips proposed by the PDD zoning (420 trips before alternate access must be provided) the vehicle trips per day on Castle Rock Parkway would be approximately 3,041, well below the maximum capacity of 5,000 trips. Though additional trips will be generated, the proposed development provides alternate vehicular, bicycle and pedestrian circulation routes as well as additional commercial opportunities that are not currently available in the immediate area.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission meeting minutes (September 16, 2010)
4. Planning & Zoning Commission Minutes (October 16, 2008 and May 20, 2010)
5. Council Minutes (November 8, 2008 and June 10, 2010)
6. Proposed Concept Plan
7. Ordinance

Background Information:

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:
Castle Rock HOA

Property owner notices mailed: Five
Contacts in support: None
Contacts in opposition: 37 contacts in opposition to the request. Concerns cited include cut-through traffic, degradation of the floodplain area, flooding, loss of trees in mitigation area from changed drainage patterns, tall buildings, student housing, multi-family housing, potential for subsidized housing, general traffic increase, location of collector in relation to public park facilities, loss of community and neighborhood character, and incompatible land uses.
Inquiry contacts: Two

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban and Natural Areas Reserved	A-O Agricultural Open and R-1 Single-Family Residential	Vacant
South	Thoroughfare – Freeway		William D. Fitch Parkway (SH 40)
East	Natural Areas Reserved	R-1 Single-Family Residential	Deed Restricted Wetlands Mitigation
West	Urban	A-O Agricultural Open	Vacant

DEVELOPMENT HISTORY

Annexation: 1995
Zoning: A-O Agricultural Open (upon annexation); R-1 Single-Family Residential (2002)
Final Plat: Not platted
Site development: The subject property was included in a Master Plan of the Crowley Tract in 1999. A landscaping building was constructed on the tract in 2001.

RELATION TO PREVIOUS ZONING REQUEST

In June of this year, the applicant requested a rezoning to R-4 Multi-Family, C-1 general Commercial, and A-P Administrative Professional on the subject property. The Planning and Zoning Commission recommended denial of the request, which was ultimately denied by the City Council. There were concerns related to the uncertainty of the specific uses, development of the floodplain, and the adequacy of the transportation infrastructure. Both the Planning and Zoning Commission and the City Council recommended using a PDD Planned Development District zoning for the project. The PDD helps to ensure consistency with the Comprehensive Plan, compatibility with adjacent conforming uses, a more detailed evaluation of transportation facilities, and an evaluation of greenways.



<p>REZONING</p>	<p>Case: 10-173</p>	<p>DEVELOPMENT REVIEW</p>
<p>PHILLIPS SQUARE</p>		



MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
September 16, 2010, 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman Scott Shafer, Mike Ashfield, Hugh Stearns, Doug Slack, Jodi Warner, Craig Hall, and Bo Miles

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: Dennis Maloney

CITY STAFF PRESENT: Senior Planner Jennifer Prochazka, Staff Planner Lauren Hovde, Transportation Planning Intern Sean Reardon, Transportation Planning Coordinator Joe Guerra, Assistant City Engineer Josh Norton, City Engineer Alan Gibbs, Planning Administrator Molly Hitchcock, Director Bob Cowell, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins, and Administrative Support Specialist Brittany Caldwell

Regular Agenda

5. Public hearing, presentation, possible action, and discussion regarding a rezoning from R-1 Single-Family Residential and A-O Agricultural-Open to PDD Planned Development District for 19.749 acres located at 529 William D. Fitch Parkway, on the north side of William D. Fitch Parkway, west of the Castle Rock Subdivision and wetlands mitigation area. **Case #10-00500173 (JP)**

Senior Planner Jennifer Prochazka presented the rezoning and recommended approval with the condition that a bike lane be provided on the “Commercial Street”, a right-turn deceleration lane be provided at the intersection of “Commercial Street” and State Highway 40, and right-turn lanes be provided at each intersection of the “Private Drive” with the “Commercial Street” and Castle Rock Parkway.

There was general discussion amongst the Commission regarding the Rezoning.

Chairman Shafer opened the public hearing.

Wallace Phillips, applicant, stated that he has met all of the requirements and requests from the City.

Joe Schultz, engineer, stated that the plan may be altered and a No Adverse Impact Study would be done.

Jackie Hahn, 4515 Rocky Mountain Court, College Station, Texas; Kathy Richardson, 4281 Hollow Stone, College Station, Texas; Tom Kiske, 4213 Rocky Creek Trail, College Station, Texas; Mary Koeninger, 4233 Little Rock Court, College Station, Texas; Brian Restivo, 4221 Rocky Creek Trail, College Station, Texas; David Reynolds, 4232 Little Rock Court, College Station, Texas. The citizens spoke in opposition to the rezoning expressing concern about traffic, flooding, and the addition of a multi-family development.

Chairman Shafer closed the public hearing.

Commissioner Slack expressed concern about the development encroaching into the floodplain.

Commissioner Miles stated that he felt that this proposed development was in line with the Comprehensive Plan.

Commissioner Slack motioned to recommend approval with the condition that there be no development within the official FEMA 100-year floodplain and that there be no R-4 Multi-family development within the proposed development, but rather lower density residential. Commissioner Stearns seconded the motion, motion passed (7-0).

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 14th day of October, 2010

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A"

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

The following property is rezoned from A-O Agricultural Open and R-1 Single-Family Residential to PDD Planned Development District, with the restrictions listed in Exhibit "B" and in accordance with the Concept Plan shown in Exhibit "C" and Exhibit "D" and the Concept Plan Notes listed in Exhibit "E", and as shown graphically in Exhibit "F":

**METES AND BOUNDS DESCRIPTION
OF A 19.74 ACRE TRACT
ROBERT STEVENSON SURVEY, A-54
BRAZOS COUNTY, TEXAS**

Being a tract of land containing 19.74 acres, out of the Robert Stevenson Survey, A-54, Brazos County, Texas, also being part of the 20.4821 acres tract of land owned by Green Prairie Investors LTD, as recorded in Volume 7366, Page 294 of the Brazos County Official Records (B.C.O.R.), the 19.74 acre tract being more particularly described by metes and bounds as follows, with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

BEGINNING at a 5/8" iron rod found for the west corner of this tract, also being the south corner of the called 153.22 acres tract of land owned by Gary Seaback as recorded in Volume 2957, Page 186 of the B.C.O.R., also being a point along the north right-of-way line of State Highway 40, a variable width right-of-way, said 5/8" iron rod having Texas State Plane Coordinate Value of X= 3572044.93, Y = 10188135.83;

THENCE along the common line between this tract and the said called 153.22 acres Seaback tract the following calls and distances:

North 42°49'39" East, a distance of 235.00 feet to a 5/8" iron rod found for an angle point of this tract;

North 42°40'05" East, a distance of 801.11 feet to a 5/8" iron rod found for an angle point of this tract;

North 42°21'39" East, a distance of 459.98 feet to a 5/8" iron rod found for an angle point of this tract;

North 42°37'32" East, a distance of 232.18 feet to a 5/8" iron rod found for an angle point of this tract, also being a point along the southeast boundary line of the said called 153.22 acres Seaback tract;

THENCE along the common line between this tract and the said called 153.22 acres Seaback tract, passing the said called 153.22 acres Seaback tract and continuing along the remainder of the called 50 acres tract of land now or formerly owned by Anna Ferguson as recorded in Volume 304, Page 182 of the Brazos County Deed Records (B.C.D.R.), North 43°11'17" East, a distance of 212.61 feet to a 5/8" iron rod found for a northwest corner of this tract, also being a point along the southeast boundary line of the said remainder of the called 50 acres Ferguson tract, also being the west corner of the called 60.153 acres tract of land owned by the City of College Station, as recorded in Volume 6974, Page 241 of the B.C.O.R.;

THENCE along the common line between this tract and the said called 60.153 acres City of College Station tract the following calls and distances:

South 84°17'08" East, a distance of 258.24 feet to a 5/8" iron rod found for a northwest corner of this tract;

North 61°41'00" East, a distance of 63.26 feet to a 5/8" iron rod found for a northwest corner of this tract;

North 39°32'28" East, a distance of 127.86 feet to a 5/8" iron rod found for the north corner of this tract;

South 22°15'36" East, a distance of 231.42 feet to a 5/8" iron rod found for a northeast corner of this tract;

South 64°46'47" West, a distance of 30.60 feet to a 5/8" iron rod found for a northeast corner of this tract;

South 37°27'28" West, a distance of 297.28 feet to a 5/8" iron rod found for a northeast corner of this tract;

North 75°46'04" East, a distance of 104.82 feet to a 5/8" iron rod set for a northeast corner of this tract, also being the a point along the south boundary line of the said called 60.153 acres City of College Station tract;

THENCE severing the said 20.4821 acres Greens Prairie Investors tract, South 09°37'02" East, a distance of 80.28 feet to a 5/8" iron rod set for the east corner of this tract, also being a point along the north boundary line of the called 10.416 acres tract of land owned by the City of College Station, as recorded in Volume 6974, Page 241 of the B.C.O.R.;

THENCE along the common line between this tract and the said called 10.416 acres City of College Station tract the following calls and distances:

South 75°45'41" West, a distance of 199.67 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 37°27'28" West, a distance of 383.68 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 24°08'01" West, a distance of 143.13 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 73°27'09" West, a distance of 317.77 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 47°17'22" West, a distance of 108.60 feet to a 5/8" iron rod found for a southeast corner of this tract;

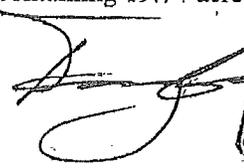
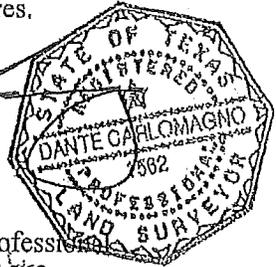
South 05°28'07" West, a distance of 100.09 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 39°39'40" West, a distance of 290.73 feet to a 5/8" iron rod found for the south corner of this tract, also being the west corner of the said called 10.416 acres City of College Station tract, also being a point along the said north right-of-way of State Highway 40;

THENCE along the said north right-of-way of State Highway 40 the following calls and distances:

S 85°17'35" W, a distance of 1.07 feet to a concrete monument with a brass cap found for a southwest corner of this tract;

S 86°16'50" W, a distance of 638.99 feet to the **PLACE OF BEGINNING** containing 19.74 acres.

Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
2010-07-07-rezone-19ac.doc
07/07/2010

EXHIBIT "B"**Purpose & Intent:**

"The proposed development will provide a mix of uses necessary to support the demands for such uses resulting from the single-family residential developments in the vicinity of this development. Also, the multi-family component will provide an alternative to the single-family residential options available in this area. The development is anticipated to have a mix of uses with adequate pedestrian and vehicular accessibility and connectivity."

Permitted Uses:

Commercial
Office
Multi-Family

C-1 General Commercial, R-4 Multi-Family, and A-P Administrative Professional are the base, underlying zoning districts, as applicable. At the time of site plan and plat, the project will need to meet all applicable standards required by the Unified Development Ordinance, unless specified below.

**Additional Restrictions/ Requirements are listed in Exhibit "E" – Concept Plan Notes*

Height: The range of future building heights is from 15 feet to 55 feet.

Meritorious Modifications Granted:

- **Streets and Alleys, Table V, BCS Design Guidelines**
The right-of-way width for the "Commercial Street" shown on the Concept Plan is 71 feet. Generally an 85-foot right-of-way is required for a collector in an urban context. Design requirements will be in accordance with the UDO and BCS Unified Design Guidelines. A bike lane that prohibits parking is required to be included on the "Commercial Street" to support the reduction of right-of-way width.
- **Section 5.2 "Residential Dimensional Standards" and Section 5.4 "Non-Residential Dimensional Standards"**
A reduction of building setbacks along the "Commercial Street" to 10 feet for all uses. All parking and landscaping requirements will be in accordance with the UDO.
- **Section 7.1.H.2 "Single Family Protection" of the Unified Development Ordinance**
Although the adjacent City-owned property is zoned R-1 Single-Family Residential, it is not considered as a single-family use for the purpose of limiting height or increasing the setback for multi-family or non-residential buildings adjacent to the City-owned property.
- **Section 7.6 "Buffer Requirements" of the Unified Development Ordinance**
There are no buffers required where development is adjacent to the City-owned property. All other buffers are proposed to be in compliance with the UDO.

- **Section 8.2.A.10 “Blocks” of the Unified Development Ordinance**
Variation from the 800-foot maximum block length requirement. No public streets are proposed to connect to Castle Rock Parkway within this development. The block length along the southern right-of-way of Castle Rock Parkway is 850 feet within this development and 1,310 feet to the first intersecting street in the Castle Rock Subdivision. The block length along the northern right-of-way of Castle Rock Parkway is 760 feet within this development and 1,540 feet to the first intersecting street in the Castle Rock Subdivision. The Concept Plan includes a “Private Driveway and Cross Access Easement” through the property that will meet minor collector standards for access and driveway spacing and lane width. This private drive reduces the block length by approximately 200 feet on the north side of Castle Rock Parkway and approximately 300 feet on the south side of Castle Rock Parkway.
- **Section 8.2.A.13 “Sidewalks” of the Unified Development Ordinance**
In the section of street where the multi-use path parallels the “Commercial Street,” an additional sidewalk will not be required along that side of the street.

Traffic / Transportation:

The proposed phasing of the development is such that no more than 420 vehicle trips may be generated by the proposed development before the connection to William D. Fitch or Victoria Avenue must be made. The additional 420 trips on Castle Rock Parkway (in addition to the existing 827 trips from the homes in the Castle Rock subdivision) would retain the current Level of Service of “B.” The estimated trip generation of Castle Rock Subdivision (at full build out) along Castle Rock Parkway is 2,621 vehicle trips. With the additional maximum trips proposed by the PDD zoning (420 trips before alternate access must be provided) the vehicle trips per day on Castle Rock Parkway would be approximately 3,041, well below the maximum capacity of 5,000 trips. Though additional trips will be generated, the proposed development provides alternate vehicular, bicycle and pedestrian circulation routes as well as additional commercial opportunities that are not currently available in the immediate area.

Greenways / Floodplain:

The Concept Plan is proposing to designate approximately 1.1 acres (0.89 acres of FEMA floodplain) as a “no disturbance” area. This area was determined by using a 75-, 50-, or 25-foot setback from the stream conveyance area, as noted (and shown graphically) on the Concept Plan. The project / property is required to comply with the No Adverse Impacts (NAI) ordinance. The more restrictive of the two shall apply.

Additional Conditions:

- A bike lane be provided on the “Commercial Street.”
- A right-turn deceleration lane be provided at the intersection of “Commercial Street” and State Highway 40.
- Right-turn lanes be provided at each intersection of the “Private Drive” with the “Commercial Street” and Castle Rock Parkway.

EXHIBIT "D"

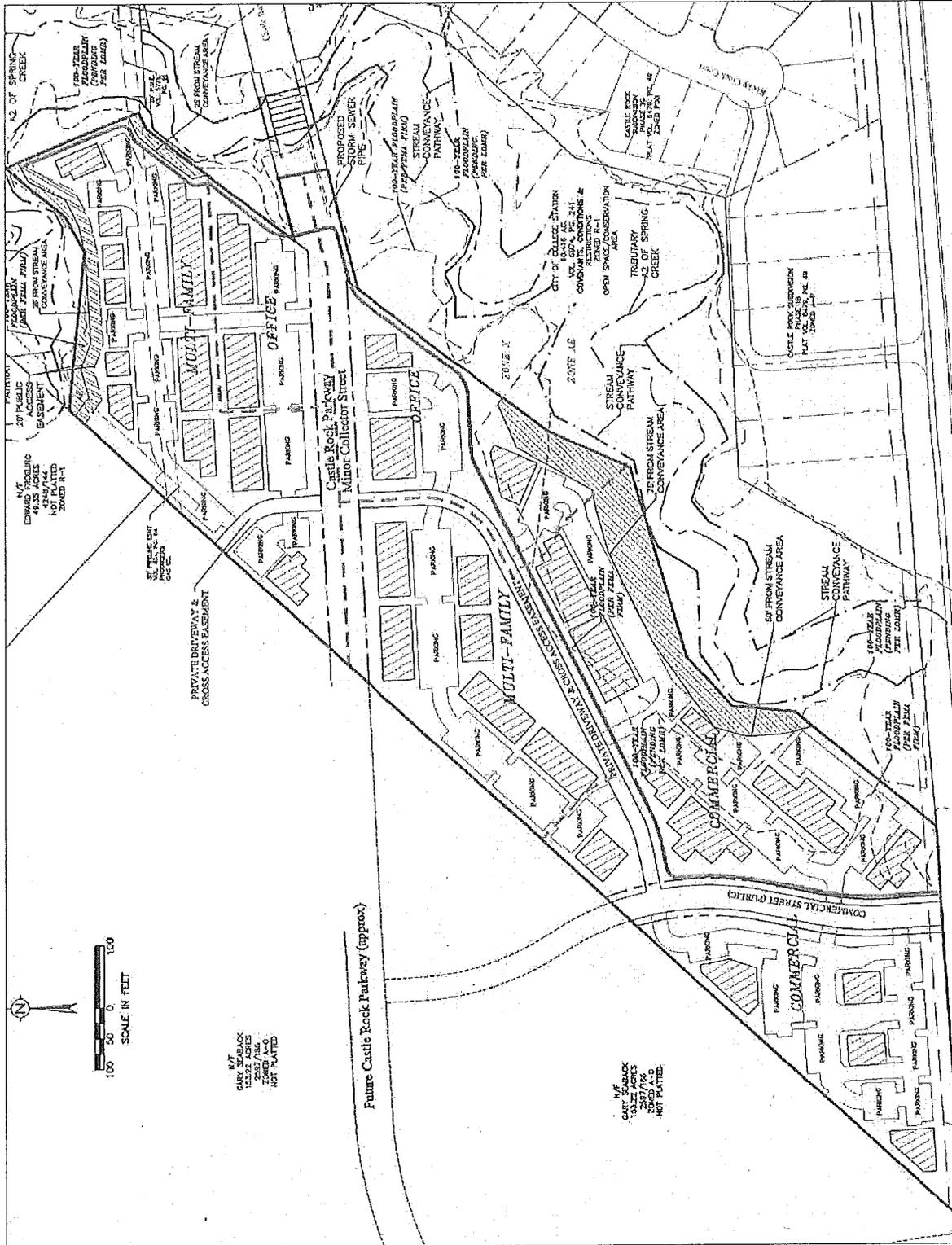


EXHIBIT "E"

CONCEPT PLAN NOTES:

1. THE LAND USES PROPOSED FOR THIS PROPERTY ARE AS LISTED AND SHOWN ON THIS PLAN.

COMMERCIAL	MEETING THE REQUIREMENTS OF C-1, GENERAL COMMERCIAL ZONING CLASSIFICATION
OFFICE	MEETING THE REQUIREMENTS OF A-P, ADMINISTRATIVE PROFESSIONAL ZONING CLASSIFICATION
MULTI-FAMILY	MULTI-FAMILY DENSITIES, SETBACKS AND OTHER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE R-4 ZONING CLASSIFICATION.

2. THE RANGE OF BUILDING HEIGHTS IS ANTICIPATED TO BE FROM 15' TO 55'.

3. THE STORM WATER DRAINAGE FROM THIS SITE FLOWS INTO THE ADJACENT PROPERTY OWNED BY THE CITY OF COLLEGE STATION AND THEN INTO SPRING CREEK OR TRIBUTARY A2 OF SPRING CREEK. THE EXTENSION OF CASTLE ROCK PARKWAY TO THIS SITE WILL INCLUDE THE CONSTRUCTION OF A STORM SEWER PIPE WHICH CAN BE USED TO COLLECT THE RUNOFF FROM THE DEVELOPED SITE AND CONVEY IT TO TRIBUTARY A2 AT THE BOX CULVERT STRUCTURE CONSTRUCTED FOR CASTLE ROCK PARKWAY. STORM WATER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.

4. THE DETENTION POND FOR THIS SITE IS LOCATED ON SPRING CREEK UPSTREAM OF SH 8 IN THE TOWER POINTE DEVELOPMENT.

5. THE GENERAL BULK OR DIMENSIONAL VARIATIONS (MERITORIOUS MODIFICATIONS) SOUGHT ARE AS FOLLOWS.

A. THE RIGHT-OF-WAY FOR THE COMMERCIAL STREET SHOWN ON THE CONCEPT PLAN WILL BE 71' IN WIDTH. DESIGN REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE UDO AND UNIFIED DESIGN GUIDELINES. BUILDING SETBACKS ALONG THE COMMERCIAL STREET MAY BE REDUCED TO 10'. ALL PARKING AND LANDSCAPING REQUIREMENTS, HOWEVER, MUST BE IN ACCORDANCE WITH THE UDO.

B. IN THE SECTION OF THE STREET WHERE THE MULTI-USE PATH PARALLELS THE COMMERCIAL STREET, A SIDEWALK WILL NOT BE REQUIRED ALONG THAT SIDE OF THE STREET.

C. BUFFER AREAS WILL BE IN ACCORDANCE WITH THE UDO EXCEPT THERE WILL BE NO BUFFERS REQUIRED WHERE DEVELOPMENT IS ADJACENT TO THE CITY OWNED PROPERTY.

D. THE CITY OWNED PROPERTY ADJACENT TO THIS TRACT WILL NOT BE DEVELOPED ALTHOUGH IT IS ZONED R-1. THE LAND SHALL NOT BE CONSIDERED AS SINGLE-FAMILY USE FOR THE PURPOSE OF LIMITING HEIGHT OR INCREASING THE SETBACK FOR MULTI-FAMILY OR NON-RESIDENTIAL BUILDINGS ADJACENT TO THE CITY OWNED PROPERTY.

E. A VARIANCE FROM THE REQUIREMENTS OF UDO SECTION 8.2A.10 "BLOCKS" IS REQUESTED TO THE EIGHT HUNDRED FEET (800') MAXIMUM BLOCK LENGTH REQUIREMENT. NO PUBLIC STREETS ARE PROPOSED TO CONNECT TO CASTLE ROCK PARKWAY WITHIN THIS DEVELOPMENT. THE BLOCK LENGTH ALONG ON THE SOUTH RIGHT-OF-WAY OF CASTLE ROCK PARKWAY IS 850 FEET WITHIN THIS DEVELOPMENT AND 1,310 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION. THE BLOCK LENGTH ALONG THE NORTH RIGHT OF WAY OF CASTLE ROCK PARKWAY IS 760 FEET WITHIN THIS DEVELOPMENT AND 1,540 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION.

F. ITEMS NOT INCLUDED IN THE REQUESTED VARIATIONS WITH THIS PDD WILL MEET ALL REQUIREMENTS OF THE UDO.

6. PUBLIC ACCESS EASEMENTS OR RIGHT-OF-WAY WILL BE DEDICATED TO ALLOW FOR THE CONSTRUCTION OF THE MULTI-USE PATH SHOWN ON THIS PLAN. THE DESIGN AND CONSTRUCTION PLANS, THE DEDICATION OF LAND OR ACCESS EASEMENTS AND A FINANCIAL GUARANTEE FOR ITS CONSTRUCTION FOR THE MULTI-USE PATH WILL OCCUR WITH PHASE 1 OF THE DEVELOPMENT OF THIS PROPERTY. THE MULTI-USE PATH MAY BE CONSTRUCTED IN PHASES AS DEVELOPMENT OCCURS ON EACH PORTION OF THE TRACT OR ON THE ADJACENT TRACT.

7. THE PRIVATE DRIVEWAYS SHOWN TO PROVIDE CROSS ACCESS BETWEEN PORTIONS OF THE DEVELOPMENT SHALL MEET MINOR COLLECTOR STANDARDS FOR ACCESS/DRIVEWAY SPACING, WITH A MINIMUM 24-FOOT PAVEMENT WIDTH (OR 28-FOOT WIDTH IF BUILDINGS TALLER THAN 30-FOOT ARE PROPOSED), FIVE-FOOT SIDEWALKS AT LEAST 3-FEET FROM BACK OF CURB ON EACH SIDE WITH ADA RAMPS (10-FOOT WIDTH IF IT ALSO SERVES AS THE MULTI-USE PATH), PARALLEL PARKING ALLOWED IF WIDER CROSS-SECTION IS CONSTRUCTED, AND WILL MEET FIRE LANE STANDARDS.

8. CROSS ACCESS WILL BE PROVIDED FOR TRAFFIC TO GO BETWEEN THE COMMERCIAL DEVELOPMENT AND THE SEABECK TRACT BETWEEN WILLIAM D. FITCH AND THE COMMERCIAL STREET. CROSS-ACCESS WILL BE REQUIRED THROUGHOUT THE SITE IN ACCORDANCE WITH THE UDO AND ALSO TO ADJACENT DEVELOPABLE PROPERTIES. THE LOCATION OF THIS CROSS ACCESS WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL.

9. 1.1 ACRES OF THIS PROPERTY, 0.89 ACRES OF THE SPECIAL FLOOD HAZARD AREA, WILL NOT BE DEVELOPED EXCEPT FOR THE PLANTING OF TREES IN THE AREA WHICH MAY BE COUNTED FOR LANDSCAPING POINT REQUIREMENTS FOR THE ADJACENT DEVELOPMENT. THE APPROXIMATE LOCATION OF THIS 1.1 ACRES IS SHOWN ON THIS PLAN. THE LIMITS OF THE 1.1 ACRES WAS DETERMINED BY USING A 75, 50, OR 25 FOOT SETBACK FROM THE STREAM CONVEYANCE AREA AS NOTED ON THE PLAN. NO DISTURBANCE IS PROPOSED FOR THIS AREA, THEREFORE THE AREA CANNOT BE USED FOR MITIGATION THAT MAY BE REQUIRED BY THE DEVELOPMENT FOR THE NO ADVERSE IMPACT ORDINANCE REQUIREMENTS.

10. PEDESTRIAN AND BICYCLE CIRCULATION WILL BE PROVIDED THROUGHOUT THE PROJECT AS REQUIRED BY THE UDO. THE PUBLIC COMMERCIAL STREET AND THE PRIVATE DRIVEWAY SHOWN TO PROVIDE CROSS ACCESS WILL HAVE A SIDEWALK OR MULTI-USE PATH ON EACH SIDE. EXACT LOCATION AND DETAILS OF THESE FACILITIES WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL. CASTLE ROCK PARKWAY WILL HAVE BIKE LANES AND SIDEWALKS ON EACH SIDE.

11. THE DEVELOPMENT WILL BE PHASED IN SUCH A MANNER TO LIMIT THE TRAFFIC ONTO CASTLE ROCK PARKWAY FROM THIS DEVELOPMENT THROUGH THE CASTLE ROCK SUBDIVISION. DEVELOPMENT THAT HAS ACCESS TO ONLY CASTLE ROCK PARKWAY AND NOT TO WILLIAM D. FITCH PARKWAY OR VICTORIA AVENUE WILL BE LIMITED SUCH THAT THE TOTAL PROJECTED TRAFFIC FROM THIS DEVELOPMENT IS LESS THAN 420 VPD. ADDITIONAL DEVELOPMENT COULD NOT OCCUR UNTIL ACCESS TO WILLIAM D. FITCH OR VICTORIA AVENUE IS PROVIDED.

SITE NOTES:

1. THE BEARING SYSTEM SHOWN HEREON IS REFERRED TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM LAUBERT PROJECTION, CENTRAL ZONE, AND AS MONUMENTED ON THE GROUND.

2. THE SITE ADDRESS IS 528 WILLIAM D FITCH PARKWAY, COLLEGE STATION, TEXAS.

3. A PORTION OF THIS TRACT IS WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (F.I.R.M.), COMMUNITY PANEL NO. 48041C0203 D, EFFECTIVE DATE 2-9-2000. A PORTION OF THIS TRACT IS IN THE FLOODPLAIN LIMITS PER THE PENDING LOMR, PREPARED BY WALTER P. MOORE & ASSOCIATES. NO FLOODWAY HAS BEEN ESTABLISHED IN THIS AREA.

4. CASTLE ROCK PARKWAY IS A 2-LANE MINOR COLLECTOR (GENERAL SUBURBAN CONTEXT) ON THE THOROUGHFARE PLAN. VICINITY MAP

October 14, 2010
Regular Agenda Item No. 3
Water Reclamation Project WF0995711
Construction Contract

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a construction contract (10-251) with Dudley Construction in the amount of \$2,122,819.10 for the Water Reclamation Phase 1 Project.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure and Goal V, Green Sustainable City.

Recommendation: Staff recommends approval of the construction contract.

Summary: The Water Reclamation Project will allow treated effluent from the Carters Creek Wastewater Treatment Plant to be delivered to Veteran's Park in an effort to conserve potable water that is currently being used for irrigation purposes in the park. The project includes a pump station at the treatment plant, a 12" reclaimed water pipeline from Carter's Creek Wastewater Treatment Plant to Veteran's Park, and a ground storage tank at the park. The project was advertised for bids on August 31, 2010 and the lowest bid is being recommended for approval. The project is scheduled to be complete in 9 months and will be ready for summer 2011.

Budget & Financial Summary: Funds in the amount of \$3,606,730.00 are budgeted in the Water Capital Projects Fund. Funds in the amount of \$611,195.34 have been expended or committed to date, leaving a balance of \$2,995,534.66 for construction and future expenses.

Attachments:

1. Resolution
2. Project Location Map
3. Bid Tabulations

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE WATER RECLAMATION PHASE 1 PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Water Reclamation Phase 1 Project; and

WHEREAS, the selection of Dudley Construction is being recommended as the lowest responsible bidder for the construction services related to the Water Reclamation Phase 1 Project; 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 Dudley Construction Ltd. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Dudley Construction Ltd. for \$ 2,122,819.10 for the labor, materials and equipment required for the improvements related the Water Reclamation Phase 1 Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Project Fund, in the amount of \$ 2,122,819.10.

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

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



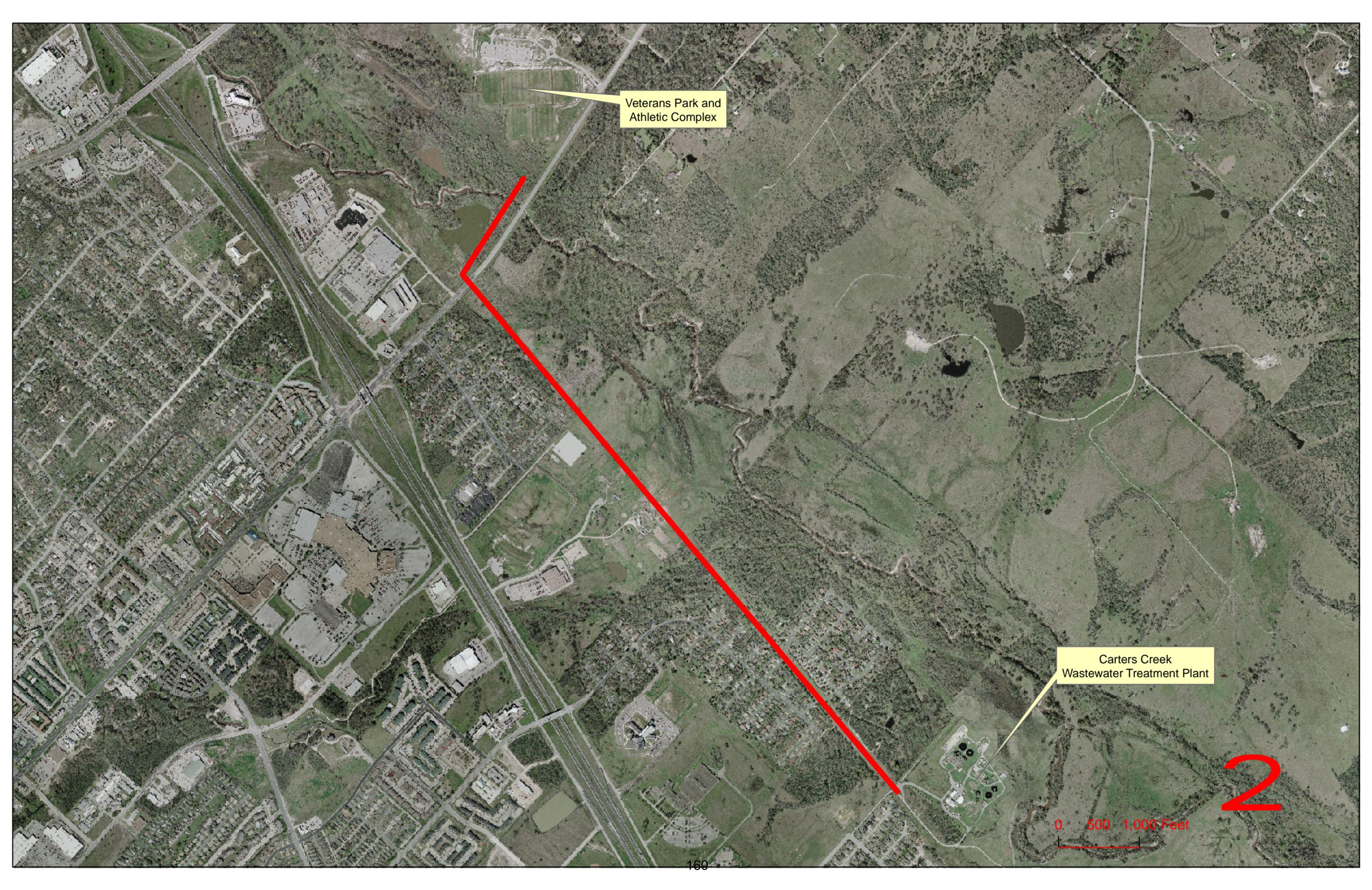
City Attorney

Veterans Park and Athletic Complex

Carters Creek Wastewater Treatment Plant

0 500 1,000 Feet

2





City of College Station - Purchasing Division
Bid Tabulation for #10-87
"Water Reclamation Phase I"
Open Date: Friday, September 17, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction Ltd. (College Station, TX)		R&B Group, Inc. (Houston, TX)		Bryan Construction Company (Bryan, TX)		Doughtie Construction Co., Inc. (Huntsville, TX)		Cravens Services, Inc. (Houston, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID													
1	1	LS	Traffic Control, complete in place, in full accordance with the Technical Specifications	\$4,200.00	\$4,200.00	\$6,116.00	\$6,116.00	\$2,100.00	\$2,100.00	\$5,500.00	\$5,500.00	\$1,630.00	\$1,630.00
2	1	LS	Mobilization, complete and in place, in full accordance with the Technical Specifications.	\$38,000.00	\$38,000.00	\$258,000.00	\$258,000.00	\$140,400.00	\$140,400.00	\$117,292.00	\$117,292.00	\$79,000.00	\$79,000.00
3	17	LF	Removal of Existing Concrete Curb and Gutter, complete and in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$10.11	\$171.87	\$30.00	\$510.00	\$24.00	\$408.00	\$17.00	\$289.00	\$15.00	\$255.00
4	1	AC	Clearing and Grubbing, complete and in place, in full accordance with the Technical Specifications	\$5,158.36	\$5,158.36	\$10,730.00	\$10,730.00	\$8,300.00	\$8,300.00	\$9,500.00	\$9,500.00	\$15,200.00	\$15,200.00
5	1	LS	Erosion and Sediment Control, complete and in place, in full accordance with the Technical Specifications	\$7,719.64	\$7,719.64	\$10,730.00	\$10,730.00	\$7,300.00	\$7,300.00	\$29,547.00	\$29,547.00	\$10,870.00	\$10,870.00
6	11,300	LF	Trench Safety, complete and in place, in full accordance with the Technical Specifications	\$1.26	\$14,238.00	N/A	\$1,212.00	N/A	\$11,865.00	N/A	\$11,300.00	N/A	\$1,130.00
7	1,030	LF	Boring, Jacking, Tunneling and Encasement - 12-inch PVC pipe AWWA C-900 reclaimed waterline, bored and jacked in 20-inch steel casing, complete and in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$225.69	\$232,460.70	\$210.00	\$216,300.00	\$267.00	\$275,010.00	\$260.00	\$267,800.00	\$246.50	\$253,895.00
8	1,020	LF	Boring, Jacking, Tunneling and Encasement - 12-inch PVC pipe AWWA C-900 reclaimed waterline, bored and jacked, complete and in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$84.04	\$85,720.80	\$138.00	\$140,760.00	\$89.00	\$90,780.00	\$125.00	\$127,500.00	\$149.70	\$152,694.00
9	10	AC	Hydro-Mulch Seeding, complete and in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$1,404.22	\$14,042.20	\$1,610.00	\$16,100.00	\$1,550.00	\$15,500.00	\$2,150.00	\$21,500.00	\$1,500.00	\$15,000.00
10	70	LF	Water Main Construction - 12-inch DIP pipe reclaimed waterline, open cut, complete in place, including all fittings, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$68.97	\$4,827.90	\$75.00	\$5,250.00	\$64.00	\$4,480.00	\$87.00	\$6,090.00	\$78.00	\$5,460.00
11	5	LF	Water Main Construction - 6-inch PVC pipe AWWA C-900 reclaimed waterline, open cut, complete in place, including all fittings, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$169.55	\$847.75	\$75.00	\$375.00	\$20.00	\$100.00	\$165.00	\$825.00	\$74.00	\$370.00
12	11,170	LF	Water Main Construction - 12-inch PVD pipe AWWA C-900 reclaimed waterline, open cut, complete in place, including all fittings, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$29.76	\$332,419.20	\$48.50	\$541,745.00	\$34.40	\$384,248.00	\$38.85	\$433,954.50	\$30.70	\$342,919.00
13	1	EA	Main Line Valves - 6-inch gate valve and box, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$814.68	\$814.68	\$644.00	\$644.00	\$650.00	\$650.00	\$800.00	\$800.00	\$730.00	\$730.00
14	7	EA	Main Line Valves - 12-inch gate valve and box, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$1,998.00	\$13,986.00	\$1,932.00	\$13,524.00	\$1,850.00	\$12,950.00	\$1,995.00	\$13,965.00	\$1,885.00	\$13,195.00



City of College Station - Purchasing Division
Bid Tabulation for #10-87
"Water Reclamation Phase I"
Open Date: Friday, September 17, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction Ltd. (College Station, TX)		R&B Group, Inc. (Houston, TX)		Bryan Construction Company (Bryan, TX)		Doughtie Construction Co., Inc. (Huntsville, TX)		Cravens Services, Inc. (Houston, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
15	10	EA	Main Line Valves - 2-inch air release valve, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$2,200.00	\$22,000.00	\$2,039.00	\$20,390.00	\$2,100.00	\$21,000.00	\$2,885.00	\$28,850.00	\$2,815.00	\$28,150.00
16	1	EA	Connection of New Lines to Existing Manholes, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$850.00	\$850.00	\$940.00	\$940.00
17	1	LS	Tree and Plant Protection/Removal, complete in place, in full accordance with the Technical Specifications	\$1,500.00	\$1,500.00	\$1,610.00	\$1,610.00	\$1,030.00	\$1,030.00	\$1,875.00	\$1,875.00	\$2,700.00	\$2,700.00
18	1	EA	Connection of 12-inch PVC pipe AWWA C-900 reclaimed waterline to Carters Creek Wastewater Treatment Plant Improvements, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$1,550.00	\$1,550.00	\$10,570.00	\$10,570.00
19	1	LS	Carters Creek Wastewater Treatment Plant Improvements, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings, excluding Base Bid Items 1-18 and 20-22.	\$303,691.00	\$303,691.00	\$280,000.00	\$280,000.00	\$297,760.00	\$297,760.00	\$363,815.00	\$363,815.00	\$562,000.00	\$562,000.00
20	1	EA	Connection of 12-inch PVC pipe AWWA C-900 reclaimed waterline to Pre-Stressed Concrete Ground Storage Tank, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$8,880.00	\$8,880.00	\$1,000.00	\$1,000.00	\$3,800.00	\$3,800.00	\$11,255.00	\$11,255.00	\$8,140.00	\$8,140.00
21	1	LS	Pre-Stressed Concrete Ground Storage Tank, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$565,700.00	\$565,700.00	\$540,000.00	\$540,000.00	\$600,000.00	\$600,000.00	\$590,700.00	\$590,700.00	\$630,000.00	\$630,000.00
22	1	LS	Veteran's Park Improvements, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings, excluding Base Bid Items 1-21	\$457,241.00	\$457,241.00	\$540,000.00	\$540,000.00	\$490,500.00	\$490,500.00	\$568,770.00	\$568,770.00	\$518,000.00	\$518,000.00
23	1	LS	Allowance for Guy Wire relocation, if required. See City of College Station Standard Form of Construction Agreement for provision on use of allowances.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BASE BID				\$2,122,819.10	\$2,610,996.00	\$2,375,881.00	\$2,618,527.50	\$2,657,848.00					
Manufacturer of Ground Storage Tank (Bid Item No. 21)				Natgun Corp.	Natgun Corp.	Natgun Corp.	Natgun Corp.	Did not select Mfg. on bid sheet but did submit Natgun Corp. experience info.	Natgun Corp.				
Certification of Bid				✓	✓	✓	✓	✓	✓				
Acknowledged Addendums				✓	✓	✓	✓	✓	✓				
Bid Bond				✓	✓	✓	✓	✓	✓				

NOTES:

»Doughtie Construction Co., Inc.

Bidder miscalculated the Total Base Bid as \$2,613,527.50. The highlighted total above is correct.