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Mayor
Nancy Berry
Mayor Pro Tem
Dave Ruesink
City Manager
David Neeley

Council members
Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie M. Schultz

Agenda
College Station City Council
Regular Meeting
Monday, November 21, 2011 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

Presentations and Recognitions:

- ❖ **Presentation of The Brazos Boot trophy from Bryan Mayor Jason Bienski to College Station Mayor Nancy Berry, officially marking A&M Consolidated's 2011 football victory over Bryan High School.**
- ❖ **Presentation of check to the Susan G. Komen Foundation for Breast Cancer Awareness by the College Station Fire Department.**

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:
- November 10, 2011 Workshop and Regular Council Meeting

- b. Presentation, possible action, and discussion regarding a resolution approving the reimbursement of Neighborhood Park Development Fees in the amount of \$120,668 from Neighborhood Park Zone 6 to CVCS, LLC for the construction of the multi-use path in accordance with the Campus Village PDD Planned Development District zoning ordinance.
- c. Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$10,700.00.
- d. Presentation, possible action, and discussion regarding professional services contract for the University Drive Sidewalks Improvements Project to Gattis Engineering, LLC in the amount of \$75,595.00.
- e. Presentation, possible action, and discussion regarding professional services contract for the FM 2154 Sidewalk Improvements Project to Gattis Engineering, LLC in the amount of \$98,229.00.
- f. Presentation, possible action, and discussion regarding the approval of a change order to the construction contract (11-013) with Brazos Paving in the amount of \$36,460.94 for the Barron Road Widening Phase 2 Project.
- g. Presentation, possible action, and discussion regarding renewal of bid #11-69 to Knife River to provide a six month agreement for the purchase of Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$600,000 (\$60.00 per ton).
- h. Presentation, possible action, and discussion regarding a change order to contract # 11-003 to Dudley Construction Ltd. to deduct \$82,502.64 for the Tauber & Stasney Street & Utility Rehabilitation construction contract.
- i. Presentation, possible action, and discussion on a bid award for the purchase of electrical pad-mounted transformers to Techline for a total of \$74,736.00.
- j. Presentation, possible action and discussion to authorize the FY 12 expenditures for the Brazos County Appraisal District in the amount of \$240,272 pursuant to the Property Tax Code 6.06D.
- k. Presentation, possible action, and discussion on obtaining approval for the Administrative Services Agreement renewal with Blue Cross and Blue Shield of Texas for medical, dental and prescription drug plan claims administration for calendar year 2012, in the amount of \$425,981.
- l. Presentation, possible action, and discussion authorizing the expenditure of \$70,478.15 with Casco Industries Inc. for the purchase of fire equipment and supplies of which \$50,725.75 is exempt from competitive bidding pursuant to Local Government Code 252.022(7) a procurement of items from only one source.

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 an ordinance of the City Council of the City of College Station, Texas, authorizing the defeasance of a portion of City of College Station, Texas Certificates of Obligation Series 2009; Approving an Escrow Agreement; and providing an effective date.
2. Presentation, possible action, and discussion of an ordinance of the City Council of the City of College Station, Texas, canvassing returns and declaring results of the special election, held on November 8, 2011, for the purpose of submitting proposed amendments to the City Charter to the voters. Presentación, posible acción y discusión acerca de una ordenanza del consejo de la ciudad de College Station, Texas, para escrutar los resultados de los votos y declarando los resultados de las elecciones especiales celebradas el 8 de noviembre de 2011, para el propósito de presentarles a los votantes las enmiendas propuestas a los estatutos de la ciudad.
3. Adjourn.

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

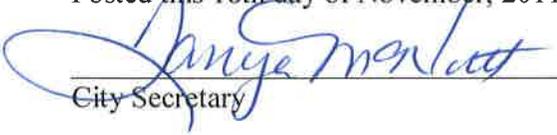
APPROVED:



City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Monday, November 21, 2011 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 18th day of November, 2011 at 5:00 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

City Council Regular Meeting

Page 4

Monday, November 21, 2011

and Agenda were posted on November 18, 2011 at 5:00 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 _____, 2011 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2011.

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.

November 21, 2011
City Council Consent Agenda Item No. 2a
City Council Minutes

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for:

- November 10, 2011 Workshop and Regular Council Meeting

Attachments:

- November 10, 2011 Workshop and Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
NOVEMBER 10, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink, absent

City Staff:

David Neeley, City Manager
Kathy Merrill, Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Shelley Major, Records Management Coordinator

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 3:05 p.m. on Thursday, November 10, 2011 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 2c, 2bb, 2f, 2n, 2p, and 2u were pulled for clarification. Mayor Berry announced that 2g would be pulled for a separate vote, and she would be abstaining.

2c: Cheryl Turney, Assistant Finance Director, confirmed this will authorize the City Manager to approve contracts up to \$50,000 which will follow state statutes.

2bb: David Neeley, City Manager, briefly explained the history of the Green College Station Citizens Task Force. He noted the Committee has spent quite a bit of time on cost-saving efforts and energy retrofits for buildings. The energy retrofits are aside and apart from the charge given

to the Committee. Their charge is to develop an action plan, which will come back to the Council for their strategic plan and policy development. He suggests Council disband the Committee and charge the staff to finish up the action plan. Another committee would probably be appointed later when the Council's direction is clear.

Hugh Stearns, Committee Chair, presented the Council with an information packet. He stated his three goals include 1) save the committee; 2) get higher buy-in from the Council; and 3) raise a concern. He stated that the committee has been treated poorly and has not been given clear direction.

2f: Councilmember Moony stated that policies and procedures for contacting public officials should be reviewed on an annual basis. R. B. Alley, Fire Chief, reported on the agreement with TAMU to provide fire safety.

2n: Cheryl Turney, Assistant Finance Director, explained the prompt payment discount consideration in the bid process.

2p & 2u: Jeff Kersten, Finance Director, explained the RFP process and renewal. Chuck Gilman, Director of Capital Projects, stated we had three firms, and we are renewing two of the three based on responsiveness and cost.

2. Presentation, possible action, and discussion regarding a proposal to bring an annual National Junior College Athletic Association Football Bowl Game to Bryan-College Station.

Ted Raspiller, president of the Brazos County campuses of Blinn College, along with Dick Speas, Director of Athletics, presented the concept for a National Junior College Bowl for Brazos Valley. There is a need to pump up activities in the community and contribute to HOT funds. There are not a lot of bowl games at the junior college level, and the average attendance to games is 3,000-5,000. The proposal includes a location at Kyle Field because College Station has a national appeal. Blinn would work in conjunction with the CVB. There are some important deadlines. By December 31, 2011 they must submit a letter of intent, with a secured sponsorship as a key element. On March 28, 2012 they will need to make their presentation to the NJCAA Championship Events Committee. The projected budget is \$92,865. Total projected revenue is \$6,500 but the impact to the local economy is estimated to range between \$650,000 - \$975,000 dependent upon the number of attendees. To answer what's in this for Blinn, there will be more participation from high school students in the service area and more exposure on the national scene. This will also serve to re-cement their partnership with TAMU. They are requesting up to \$25,000 from HOT funds to cover the cost of renting Kyle Field if they are successful in securing sponsorships.

Council consensus was to move forward.

3. Presentation and discussion regarding an update presentation on electric deregulation in Texas. Mark Zion, Executive Director of the Texas Public Power Association, will give a presentation on how electric deregulation has affected public power utilities in Texas.

David Massey, Electric Division Manager, provided some highlights on the 2001 deregulation study. Strategic planning activities included an assessment of utility's current market posture and educated stakeholders on changing the electric market structure. They also evaluated the "Opt-In" decision and developed specific strategic actions.

Mark Zion, Executive Director of the Texas Public Power Association, reported on the electric utility industry structure and the implications for municipally-owned electric utilities. There are 72 municipally-owned utilities in Texas. Many have been serving their communities for over 50 years. Local authorities set MOU rates and policies that are responsive to community priorities. The rates are set locally, are stable, and at the low end of the scale. The service is reliable. MOU's are financed by utility revenues, not taxes. A portion of MOU revenues support general municipal services like public safety, roads, parks, libraries, and community services. Like other MOUs, College Station Utilities is an important asset to the community. The rates are reasonable and stable. CSU has better than average metrics statewide. MOU's have taken a "wait and see" approach until it becomes clear that real benefits to customers and their cities can be achieved and maintained. Deregulation has other names: electric deregulation, retail deregulation, customer choice, industry restructuring. Customers choose among a variety of electricity retailers, the local utility operates electric lines like a common carrier to transport the electricity of multiple retail providers, state regulations apply to customer switching, certain customer service policies, etc. Texas has regional deregulations. Senate Bill 7 provides that a MOU is not part of deregulation until an affirmative decision to opt-in is made by the local governing body (usually the MOU's city council). To date, none of the 72 MOUs in Texas have opted in to retail electric deregulation. Policy considerations for a MOU that might opt in to deregulation include: potential negative impacts on City finances, including bond ratings and the transfer of electric utility revenues to general government; the impact on other City operations, like water and wastewater utilities which share billing with the MOU electric system; the impact on customers now paying stable and affordable MOU rates who may experience varied pricing levels in deregulation.

4. Presentation, possible action and discussion regarding the presentation and information on the Revenue Rescue cost recovery program.

R. B. Allwy, Fire Chief, reported that Revenue Rescue/Intermedix is the nation's leading emergency response billing company. The Bryan Fire Department and Brazos County Volunteer Departments currently participate. Staff is dedicated only to fire billing, and they assist each city in implementing its own custom billing policy. They are responsible for the recovery of expenses for response to incidents caused through negligence or other risky behavior; the scope is determined by the client. The types of incidents they collect for include collision, vehicle fires, and hazardous materials. For 2009, Revenue Rescue received 316 submissions from BFD and collected \$82,373, an average of \$260.67 per submission.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to approve the concept of the Revenue Rescue Cost Recovery Program. The motion carried unanimously.

5. Presentation, possible action, and discussion regarding the Council's Policy Action Items Plan of Work and Strategic Plan 2012 Update.

Staff was directed to provide Council with some options regarding meeting dates and times.

6. Presentation, possible action, and discussion regarding a construction contract with Dudley Construction, Ltd., in the amount of \$2,978,060 for construction of Dowling Road High Service Pump Station Improvements.

Dave Coleman, Water Services Director, reported on the Dowling Road Pump Station project. The DRPS receives raw well water from transmission lines. The water is chlorinated and gets contact time in the reservoirs. Water is pumped out to customers via a distribution system. Capacities at the DRPS are a public safety issue. The required pumping capacity is 33,400 gpm. We are currently at 22,000 gpm and are planning for 34,350 gpm. The design contract was approved December 10, 2010. A second pump station will be constructed at the Dowling Road site for efficiency with a separate header for full redundancy. The construction contract was bid, and the low bidder was Dudley Construction at \$2.98 million. This will keep us in regulatory compliance for approximately ten years.

7. Presentation, possible action, and discussion on a Professional Services Contract (Contract Number 11-264) with Kimley-Horn and Associates, Inc. for \$1,518,250 for design, bidding, and construction administration for the Bee Creek Sewer Line.

Dave Coleman, Water Services Director, said staff has been looking at this for fifteen years. They held off on the comp plan until the Comprehensive Plan was completed. This line needs to be built very soon. The trunk line was built in 1973, and the west side developments were not anticipated forty years ago. The plan is to replace the existing trunk line with a 48" trunk line. He provided the results of flow monitoring. They looked at several alternatives to replacing the trunk line, and it was readily apparent that replacing the line was more economical. He stated that we must proceed with the Bee Creek project to avoid sewer line overflows. TCEQ fines/penalties would be significant. They also propose to begin a line cleaning project in FY12 to regain some capacity. Staff recommends awarding the design contract to Kimley-Horn in the amount of \$1.5 million.

8. Council Calendar

- **November 11 Roy Kelly Multi-Modal Terminal & Parking Garage Ribbon Cutting Ceremony at 301 W. 26th Street (Bryan), 11:00 a.m.**
- **November 11 Veterans Day Ceremony, Veterans Park & Athletic Complex, 5 p.m.**
- **November 1 1-1 2 Brazos Valley Worldfest, Wolf Pen Creek Park**
- **November 14 IGC Meeting at BVCOG, 12:00 p.m.**
- **November 15 Reception for Salamanca Delegation & Joint Proclamation, University Club, Rudder Tower, 5:30 p.m.**
- **November 16 Union Pacific Safety Train Trip, John Kimbrough Drive Train Crossing, 8:45 a.m.**
- **November 16 Exploring History Lunch Lecture in CS Conference Center, 11:30 a.m.**

- November 16 Reception for Salamanca Delegation at Arts Council, 6:30 p.m.
- November 17 *DATE CHANGED*, BSWMA Board Meeting at Twin Oaks Facility, 2690 SH30 Anderson, Texas, 11:00 a.m.
- November 17 Planning & Zoning Commission Meeting in Council Chambers, 6:00 p.m.
- November 21 City Council Workshop/Regular Meeting at 3:00 and 6:00 p.m.
- November 24 City Offices Closed - HOLIDAY
- November 25 City Offices Closed - HOLIDAY

Council reviewed the Council calendar.

9. 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 Brick asked to see an item to prohibit parking in front yards.

Mayor Berry asked to revisit the policy of how the City names things like parks and streets.

Councilmember Fields asked to discuss our safety services relationship with TAMU. There was no consensus. He wanted to see a different perspective on deregulation. There was no consensus. Councilmember Fields requested an update on HOA involvement for assuming responsibility for parks maintenance.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BSWMA, BWACS, 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 Development Forum, 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, Zoning Board of Adjustments.

Councilmember Brick reported the Bicycle, Pedestrian, and Greenways Advisory Board is organizing a greenways tour.

Mayor Berry reported on the interfaith dialog dinner. She also reported that the MPO adopted new job performance descriptions for the executive director.

Councilmember Lyles spoke with the new director of the health department. The next board meeting will be November 30 at 5:30.

Councilmember Schultz reported on the Historic Preservation Committee. The 75th Anniversary will be October 19, 2013.

11. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Deliberation Regarding Real Property, and §551.074-Personnel, the College Station City Council convened into Executive Session at 5:13 p.m. on Thursday, November 10, 2011 in order to continue discussing matters pertaining to:

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

- 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
- Clancey v. College Station, Glenn Brown and Kathy Merrill, Civil Action No. 09-CV-01480
- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, cause No. 09-000656-CV361
- Chavers et al v. Tyrone Morrow et al, No. 10-20792; Chavers v. Randall Hall et al, Case No. 10 CV-3922
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023
- Woodruff v. College Station, Cause No. 10-000515-CV-272
- Ongoing criminal investigation of municipal court missing funds

B. Consultation with Attorney to seek legal advice; to wit:

- Legal issues regarding possible revenue sharing and legislation in bio-corridor
- Legal issues related to the expiration of Wolf Pen Creek Tax Increment Reinvestment Zone.

C. Deliberation Regarding Real Property; to wit:

- Property located southeast of the intersection of Rock Prairie Road and Bird Pond Road in College Station.

D. Deliberation Regarding Personnel; to wit:

- Internal Auditor
- Council Self-Evaluation

The Executive Session adjourned at 6:51 p.m. on Thursday, November 10, 2011.

No action was required from Executive Session.

12. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 8:51 p.m. on Thursday, November 10, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
NOVEMBER 11, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink, absent

City Staff:

David Neely, City Manager
Kathy Merrill, Assistant City Manager
Carla Robinson, Assistant City Attorney
Sherry Mashburn, City Secretary
Shelley Major, Records Management Coordinator

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 7:29 p.m. on Thursday, November 10, 2011 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.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to approve the Absence Request by Dave Ruesink. The motion carried unanimously.

Presentations and Recognitions:

- **Presentation of Historical Marker #6 presented to College Hill Baptist Church.**

Mayor Berry presented Historical Marker #6 to representatives of the College Hill Baptist Church: Onie Holmes, Mildred Wells, Bertie Thomas, Lucille Young, Darlene Williams, Charlie Langston,

Deacon Willie Martin, Ann Whiting, Susan Birdwell, Warren Whiting, J. T. Wells, Sr., and J.T. Wells, Jr. Also present were members of the Historical Preservation Committee.

- **Presentation of the International Association of Chiefs of Police Thomson Reuters Award for Excellence in Criminal Investigations.**

Jeff Capps, Police Chief, recognized department individuals for receiving the Thomson Reuters Award for Excellence in Criminal Investigations from the International Association of Chiefs of Police. Those recognized were Lt. Lesley Hicks, Sgt. James Woodward, Det. Mike Johse, Det. Rick Vessell, Det. Mike Lundy, Det. Benton Keough, Forensic Tech. Liza Phillips, Det. Patrick McCarthy, Det. Travis Laco, Officer Mike Clark, Det. Derrick Cooper, and Assistant Chief Larry Johnson.

Citizen Comments

Susan Irza, Historic Preservation Committee chair, stated that the difference between the HPC and the Landmark Commission is that the Landmark Commission deals with zoning, and the HPC deals with education. A flyer was provided to the Council detailing the 2012 education programs. The last presentation for 2011 is Wednesday, November 16. Jim Singleton will be talking about unique Brazos Valley architecture. She introduced fellow committee members M.D. Marshall and Ann Hayes. She thanked Barbara Moore, and Anne Boykin for their assistance with the Marker program. She invited Council to attend one of the exploring history lunch lectures. She reported that the HPC has awarded 86 or 87 markers, the majority for homes.

Onie Holmes, College Hill Baptist Church, stated that Mayor Berry is a Godsend and is a friend. She thanked Council and staff for making this honor possible for the church, and thanked everyone that helped make this dream come true. This month will celebrate the church's 66th anniversary and invited everyone to come out on November 20 at 3:00 p.m. She is also looking to get a marker for the neighborhood which is 97 years old.

Georgia Beverly, 801 Spring Loop #608, spoke on behalf of the College Station Pedestrian Safety Group. Jaywalking in Northgate is a huge issue. Last Saturday, she observed over one hour 187 jaywalkers; this was 41% of the total observed. The percentage increased to over 76% as the day went on. In order to address the issue, she proposed an online walking safety course. Revenue from fines could fund the course. This course could help to reduce injuries, fatalities and accidents.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- **October 27,201 1 Workshop and Regular Council Meeting**

2b. Presentation, possible action and discussion to adopt Ordinance 2011-3378, amending Chapter 10, "Traffic Code" Section 9, "Juvenile Case Manager", of the Code of Ordinances of the City of College Station, Texas, by amending certain sections, providing a severability clause; declaring a penalty; and providing an effective date.

2c. Presentation, possible action, and discussion regarding Resolution 11-10-11-2c, amending certain provisions of the City's Standard Form of Construction Agreement for over \$50,000 and Architects and Engineering Professional Services Contract; and granting authority to the City Manager to act on behalf of the City, including issuing approvals for contract changes pursuant to certain statutory provisions; and providing an effective date.

2d. Presentation, possible action, and discussion on Resolution 11-10-11-2d, adopting procurement procedures to be used by College Station Utilities for expenditures; and providing an effective date.

2e. Presentation, possible action, and discussion regarding Resolution 11-10-11-2e, approving a construction contract (Contract #11-356) with Siemens Industry Inc. in the amount of \$65,621 .00 for the installation of access and security equipment at the College Station Utility Customer Service and IT Building.

2f. Presentation, possible action and discussion regarding the approval of Resolution 11-10-11-2f for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.

2g. Presentation, possible action and discussion regarding the approval of Resolution 11-10-11-2g to participate in a Clinical Affiliation Agreement with the College Station Medical Center for the Emergency Medical Services Program.

2h. Presentation, possible action, and discussion regarding Resolution 11-10-11-2h, approving a construction contract with Dudley Construction, Ltd., in the amount of \$2,978,060.00, for the construction of Dowling Road High Service Pump Station Improvements.

2i. Presentation, possible action and discussion on Resolution 11-10-11-2i, awarding a Construction Contract (12-012) to JaCody, Inc. in the amount of \$130,317.94 for the Emerald Forest Park Site Improvements Project.

2j. Presentation, possible action, and discussion on Resolution 11-10-11-2j, approving a Professional Services Contract with Mitchell & Morgan, LLP in the amount of \$59,106.08.00 for the Preliminary Engineering Report related to the Barron Road East - Lakeway Drive Extension Project.

2k. Presentation, possible action, and discussion regarding approval of a real estate contract between the City of College Station (Buyer) and Willis S. and Peggy J. Ritchey (Seller) in the amount of \$64,117.75 for the purchase of right-of-way (0.997 acre) and a public utility easement (0.735 acre) needed for the Rock Prairie Road East Widening Design and Right-of-way Project.

21. Presentation, possible action and discussion for a change order to Professional Services Contract 11-254 with Kimley-Horn and Associates, Inc. for an increase in the amount of \$10,765.00 for the Rock Prairie Road West Preliminary Engineering Report (PER).

2m. Presentation, possible action, and discussion on a change order to the Design Contract 04-176 with Jacobs Engineering Group, Inc., in the amount of \$27,467.00, for additional construction material testing services.

2n. Presentation, possible action and discussion on awarding a price agreement for annual purchases of fleet oils and lubricants to Kolkhorst Petroleum Co., Inc. for an annual expenditure of \$100,940.40. (Bid No. 12- 004).

2o. Presentation, possible action and discussion on ratification of \$150,000 additional expenditures plus \$150,000 anticipated expenditures for a total of \$300,000.00 for the purchase of gasoline and diesel fuel from Brenco Marketing. Approval of the additional expenditures will bring the total annual estimated expenditures to \$1,552,000.00.

2p. Presentation, possible action and discussion regarding the renewal agreement for outsourcing the printing and mailing of Utility bills, late notices and inserts for an estimated annual expenditure not to exceed \$230,000 to Xpedient Mail.

2q. Presentation, possible action, and discussion regarding the approval of the FY 11 Chapter 59 Asset Forfeiture Audit reporting form for the College Station Police Department.

2r. Presentation, possible action, and discussion regarding the renewal of an annual blanket purchase order with Boundtree Medical L.L.C. for \$65,000.00 for EMS supplies.

2s. Presentation, possible action, and discussion regarding the approval of the purchase of consoles and related equipment for the new Utility Dispatch Center from Command & Control Environments (CCE) through the TXMAS program and from the open market (bid pricing was checked by Purchasing and is the lowest pricing) in the amount of \$70,231.93.

2t. Presentation, possible action, and discussion regarding Change Order No. 4 to the professional services contract (Contract No. 00-107) with LJA Engineering & Surveying, Inc. for a decrease in the amount of \$39,640.41 to clear the project encumbrance and closeout the project.

2u. Presentation, possible action and discussion of the renewal of two Master Agreements for Real Estate Appraisal Services: Holtkamp Realty Consultants (Contract No. 09-314) and S.T. Lovett & Associates (Contract No. 09-21 8). Each Master Agreement will not exceed \$50,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

2v. Presentation, possible action, and discussion on an interlocal agreement between the City of College Station, the College Station Independent School District, and Texas A&M University to share fuel reserves in the event of an emergency supply disruption.

2w. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and Brazos County for On-Line Bidding Services.

2x. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and San Jacinto River Authority for On-Line Bidding Services.

2y. Presentation, possible action, and discussion on approval of an Enterprise Agreement (EA) for Microsoft software with Dell Marketing LP for a three year period totaling \$88,232.82.

2z. Presentation, possible action, and discussion on Resolution 11-10-11-2z, approving a Professional Services Contract (Contract Number 11-264) with Kimley-Horn and Associates, Inc. for \$1,518,250.00 for design, bidding, and construction administration for the Bee Creek Sewer Line.

2aa. Presentation, possible action, and discussion regarding rejection of Request for Proposal No. 11-35 for the Wolf Pen Creek Water Feature and Festival Area Project.

2bb. Presentation, possible action, and discussion regarding Resolution 11-10-11-2bb, dissolving the Green College Station Citizens Task Force.

Items 2c, 2f, 2g, 2p, and 2s were pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, less items 2c, 2f, 2g, 2p, and 2s. The motion carried unanimously.

(2g)MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted five (5) for and none (0) opposed, with Mayor Berry abstaining, to adopt Resolution 11-10-11-2g, participating in a Clinical Affiliation Agreement with the College Station Medical Center for the Emergency Medical Services Program. The motion carried.

(2c, 2p, 2s)MOTION: Upon a motion made by Councilmember Lyles and a second by Mayor Berry, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve items 2c, 2p, and 2s. The motion carried.

(2f)MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to adopt Resolution 11-10-11-2f for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center, as amended to create a new Part 3 stating that policy

and procedures be established with College Station public officials and reviewed annually, and Part 4 to state this will take effect immediately upon approval. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3379, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 1.217 acres located at 2041 Holleman Drive West, more generally located on the northeast corner of the intersection with Harvey Mitchell Parkway, from R-4 Multi-Family to C-1 General Commercial.

At approximately 8:07 p.m., Mayor Berry opened the Public Hearing.

Don Jones, 804 Berry Creek, commented that the area is unserved by commercial.

Jesse Durden, 4010 Sunny Meadow, spoke on behalf of the potential buyer. They feel the zoning is appropriate based on the location.

There being no further comments, the Public Hearing was closed at 8:08 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2011-3379, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 1.217 acres located at 2041 Holleman Drive West, more generally located on the northeast corner of the intersection with Harvey Mitchell Parkway, from R-4 Multi-Family to C-1 General Commercial. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3380, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 6.86 acres located at 6100 Victoria Avenue, and more generally located west of the Castlegate Subdivision, from A-0 Agricultural Open to R-1 Single-Family Residential and R-1B Single-Family Residential.

At approximately 8:14 p.m., Mayor Berry opened the Public Hearing.

Wallace Phillips, 4309 Velencia, said he just wanted the Council to know he was here to answer any questions.

There being no further comments, the Public Hearing was closed at 8:15 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2011-3380, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of

the Code of Ordinances of the City of College Station, Texas by rezoning 6.86 acres located at 6100 Victoria Avenue, and more generally located west of the Castlegate Subdivision, from A-0 Agricultural Open to R-1 Single-Family Residential and R-1B Single-Family Residential. The motion carried unanimously.

3. Presentation, possible action, and discussion on appointments to the Brazos Valley Animal Shelter Board.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, to appoint Chantal Vassali to the Brazos Animal Shelter Board. The motion carried unanimously.

4. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:20 p.m. on Thursday, November 10, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

November 21, 2011
Consent Agenda Item No. 2b
Campus Village Parkland Reimbursement

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A, Executive Director - Planning & Development Services
David Schmitz, Director – Parks & Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving the reimbursement of Neighborhood Park Development Fees in the amount of \$120,668 from Neighborhood Park Zone 6 to CVCS, LLC for the construction of the multi-use path in accordance with the Campus Village PDD Planned Development District zoning ordinance.

Recommendation: Staff recommends approval of the reimbursement of \$120,668 from Neighborhood Park Zone 6 to CVCS, LLC for credit for construction of the multi-use path as authorized with the Campus Village development in PDD rezoning Ordinance 2010-3246.

Summary: At their November 10, 2009 meeting, the Parks and Recreation Advisory Board recommended approval of a dollar-for-dollar credit in lieu of the Neighborhood Park Development Fee portion of the parkland dedication requirements in relation to the Campus Village development for their future construction of a public multi-use path identified on the Bicycle, Pedestrian, and Greenways Master Plan. At the June 10, 2010 Council meeting, a PDD Planned Development District ordinance was adopted (Ordinance 2010-3246) for the Campus Village development. The ordinance formally authorized the dollar-for-dollar credit recommended by the Parks and Recreation Advisory Board with the terms that the design of the multi-use path occur with the first phase of development and construction before completion of the second phase of the development.

In July 2010, CVCS, LLC of Lansing, Michigan, developer of Campus Village, paid \$120,668 in Neighborhood Park Development Fees as part of the construction of 194 multi-family units with Phase 1A since the multi-use path had not yet been constructed. Those funds were deposited into the Neighborhood Park Zone 6 account. The multi-use path was accepted by the City on October 13, 2011, prior to the completion of the second phase of development. As the reimbursement amount is greater than \$50,000, this authorization to reimburse the \$120,668 must be approved by Council.

Budget & Financial Summary: The source of funds for the reimbursement is Parkland Dedication funds in the Neighborhood Park Land Zone 6 Fund, which is where the collected fees were deposited. The Park Land Zone 6 Fund has a current uncommitted balance of \$159,624. The budget for the reimbursement was not included in the FY12 Approved Budget as it was not known at the time the budget was developed that the reimbursement would be made. \$95,000 was included in the budget for Park Land Zone 6 expenditures and this will be used toward the budget for the reimbursement. The balance of the budget will be included on a future FY12 budget amendment.

Attachments:

1. Resolution
2. Parks & Recreation Advisory Board Minutes – November 10, 2009
3. Excerpt from Ordinance 2010-3246 - Campus Village Rezoning Ordinance
4. Letter of Completion

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE REIMBURSEMENT OF PARKLAND DEDICATION FUNDS FOR COMPLETION OF A MULTI-USE PATH FACILITY.

WHEREAS, the Parks and Recreation Advisory Board of the City of College Station, Texas, recommended approval at their November 10, 2009 meeting of a dollar-for-dollar credit in lieu of the Neighborhood Park Development Fee portion of the parkland dedication requirements for the Campus Village development for the construction of a public multi-use path in accordance with the Bicycle, Pedestrian, and Greenways Master Plan; and

WHEREAS, the City Council of the City of College Station, Texas, adopted Ordinance 2010-3246, a PDD Planned Development District for the Campus Village development, at their June 10, 2010 meeting which included authorization for the dollar-for-dollar credit, design of the multi-use path with the first phase and construction by the second phase of development; and

WHEREAS, CVCS, LLC of Lansing, Michigan, developer of Campus Village, constructed 194 multi-family units with Phase 1A and paid \$120,668 in Neighborhood Park Development Fees that were received into the Neighborhood Park Zone 6 account; and

WHEREAS, CVCS, LLC of Lansing, Michigan, constructed the multi-use path prior to the completion of the second phase of development at an estimated cost of \$358,236.50; and

WHEREAS, the College Station, Texas accepted the multi-use path constructed by CVCS, LLC of Lansing, Michigan for public use on October 13, 2011; now, therefore,

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

PART 1: That the City Council hereby approves the reimbursement of Neighborhood Park Development Fees from Neighborhood Park Zone 6 in the amount of \$120,668 to CVCS, LLC of Lansing, Michigan for credit of construction of the public multi-use path adjacent to the Campus Village development.

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

ADOPTED this 21st day of November, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



**PARKS AND RECREATION ADVISORY BOARD
MINUTES**



**5:00PM GOALS WORKSHOP,
REGULAR MEETING AND
SKATE PARK PUBLIC HEARING
AT**

**7:00 PM, Tuesday, November 10, 2009
College Station Conference Center, Room 127
1300 George Bush Drive
College Station, TX 77840**

STAFF PRESENT: Amanda Putz, Board Secretary; Marco A. Cisneros, Director; David Schmitz, Assistant Director – Operations, Peter Lamont, Recreation Superintendent, David Wood, Park Planner, Venessa Garza, Greenways Coordinator

BOARD PRESENT: Gary Erwin, Chair; Glenn Schroeder, George Jessup, Douglas Becker, Jon Denton, Jody Ford

BOARD ABSENT: Gerard Kyle, Donald Williams, David Scott

VISITORS PRESENT: Brett McCully, 1722 Broadmoor, Bryan
Kevin Cowan
Kevin Subik, 1201 Harvey Road
Ed McDonald, 400 Marion Pugh Dr. #2403
Mark Savarino, 1722 Broadmoor, Bryan
Adam Sylvester, P.O. Box 3221. College Station
Kenneth Bell
Amy Clough
Chuck Ellison, 2902 Camille Dr., College Station
Chuck Gilman
Angie Thomas
Barbara Rush, 2801 Camelot Dr.
Michael Goodwin
Coby Eichler
Nicole Minicone
Rebecca Powell, 3014 Windswept Dr.
Steven and Katrina Wilke, 1402 Rescue Court
Clint Wean
Kara Schoenemann, 6020 Augusta Circle
David Besly, 1722 Broadmoor
Micah Shapiro, Grindline consultant

Board Goals Workshop ~ 5:30 p.m.

1. **Call to order and Roll Call:** The meeting was called to order and roll was taken with a quorum present at 5:05PM.
2. **Possible action concerning requests for absences of members:**
Donald Williams and David Scott had sent in requests for absence. Jody Ford made a motion to accept the absence requests submitted, and Glenn Schroeder seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
3. **Presentation, possible action, and discussion concerning the setting of the Parks and Recreation Advisory Board Goals for FY10.** The Board referenced their Goals with City Council's Goals. Discussion followed. Jon Denton mentioned that some of the specific strategies should be labeled as ongoing and some of them updated annually. Glenn Schroeder said that we need to continue to update the goals annually, because things can change rather quickly. Discussion followed.

~ Break for Dinner – 6:20PM ~

4. **Reconvene for Regular Meeting and Roll Call ~ 7:00 p.m:** The Regular Meeting reconvened at 7:00 p.m., and Roll Call was taken with a quorum present.
5. **Pardon and possible action concerning requests for absences of members:** Donald Williams and David Scott had sent in requests for absence. Jody Ford made a motion to accept the absence requests submitted, and Glenn Schroeder seconded the motion. The vote was called. All were in favor, and the motion passed unanimously
6. **Hear visitors:** Hearing none, this item was closed.
7. **Consideration, possible approval, and discussion of minutes from the meeting of October 13, 2009:** Douglas Becker reminded Staff that he asked for language to be placed in the Policy for the fitness boot camps to minimize interference with public's activities and for the sound level of their activity not infringe on the surrounding areas and neighborhoods.

Glenn Schroeder made a motion to approve the minutes reflecting the change, and Jody Ford seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

A lot of the enforcement will be self policing of the park by the skaters. However, police officers will be available if needed.

Clint Weber – Navasota, TX - *What about electrical outlets in case someone wants to clean out the bowl with a shop vac?*

That is certainly something to look at for the future. It's a good idea.

Public Hearing closed at 7:45PM

Glenn Schroeder made a motion to direct staff and consultants to move forward with the general concept and drawings of the Skate Park, and Jody Ford seconded the motion. The vote was called. All were in favor,

Jody Ford left at 9:02PM

9. **Presentation, possible action, and discussion concerning a proposed postponement of construction for the Creek View School Park Project:**

Marco A. Cisneros explained that the funding for the operations and maintenance for this park is not available at this time. He reported that the park can be built, however the monies for maintenance are not there. Douglas Becker asked if the School District would be willing to pay for the maintenance of the park if the park is built. Discussion followed. Douglas Becker asked Staff to speak to the school district regarding the maintenance. Jon Denton made a motion to postpone construction of Creekview Park for one year and direct staff to speak to the School Board to maintain the park for two years. The vote was called. The motion failed with a vote of 2:3. Jon Denton and George Jessup approved the motion with Jody Ford, Glenn Schroeder, and Douglas Becker in opposition.

10. **Presentation, possible action, and discussion on Student Housing and Mixed Use Development at Northeast corner of Wellborn and Harvey Mitchell Parkway:**

Venessa Garza, Greenways Coordinator, explained the location of the Student Housing and Mixed Use Development. Mr. Chuck Ellison reported on the project, and his client's proposal to the city. Mr. Ellison explained that the total park fees for this development are \$781,000. He said that his client and he are in the phase of realigning the trail for a proposed bike trail. The proposal to the city was that his client is willing to build a bike trail at this location to include benches, water fountains, and lighting. For building the trail, he would like for the City to not charge him the park land dedication fee for neighborhood and commercial park development. A bridge may also be necessary to have to be built, however they are still researching if it is necessary. If the bridge is necessary, the cost for the client will increase. Mr. Ellison's client would also like to dedicate the trail to the City after completion.



This area is in a floodplain, so Venessa Garza explained that they are working on the alignment. Venessa Garza explained that the Public Works Department is in charge of maintenance for this area. The Board discussed this and asked if exercise stations might be a good addition to this trail. In doing so, this project would serve more as park, so it would be justifiable to label this area as a park rather than a Greenways. Glenn Schroeder made a motion to consider the proposal of the trail system construction using the park land dedication neighborhood park development portion of the funds, and adding possible exercise stations. George Jessup seconded the motion. The vote was called. Jody Ford was in opposition. The vote carried 4:1.

11. **Presentation, possible action, and discussion concerning an update on the Wolf Pen Creek Festival Area and Water Feature Project:** Gary Erwin explained the status of the Wolf Pen Creek Festival Area and Water Feature Project, and the WPC Oversight Committee's direction with the project. Discussion followed. This was an informational item only, and no action was required.
12. **Discussion and possible action concerning Parks and Recreation Advisory Board Goals:** The Board will continue with this item at the next board meeting discussing the last three Strategic Goals to be included in the Board Goals. This was an informational item only, and no action was required.
13. **Discussion of upcoming year's meeting dates:** Discussion followed. This item will be brought to the Board in a December meeting. This was an informational item only, and no action was required.
14. **Presentation, possible action, and discussion concerning the current Capital Improvements Program:**
 - **Capital Improvements and Park Land Dedication Project Lists of November 2009:** Pete Vanecek, Senior Park Planner, reported on the current Capital Improvements Program list. This was an informational item only, and no action was required.
 - **Dedication of Less than Five Acres:** Pete Vanecek, Senior Park Planner, reported on the Dedications of Less than Five Acres. This was an informational item only, and no action was required.
 - Eisenhower ~ Park Zone 2
 - Wolf Pointe Centre ~ Park Zone 3
15. **Presentation, possible action, and discussion on future agenda items: A Board Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE REIMBURSEMENT OF PARKLAND DEDICATION FUNDS FOR COMPLETION OF A MULTI-USE PATH FACILITY.

WHEREAS, the Parks and Recreation Advisory Board of the City of College Station, Texas, recommended approval at their November 10, 2009 meeting of a dollar-for-dollar credit in lieu of the Neighborhood Park Development Fee portion of the parkland dedication requirements for the Campus Village development for the construction of a public multi-use path in accordance with the Bicycle, Pedestrian, and Greenways Master Plan; and

WHEREAS, the City Council of the City of College Station, Texas, adopted Ordinance 2010-3246, a PDD Planned Development District for the Campus Village development, at their June 10, 2010 meeting which included authorization for the dollar-for-dollar credit, design of the multi-use path with the first phase and construction by the second phase of development; and

WHEREAS, CVCS, LLC of Lansing, Michigan, developer of Campus Village, constructed 194 multi-family units with Phase 1A and paid \$120,668 in Neighborhood Park Development Fees that were received into the Neighborhood Park Zone 6 account; and

WHEREAS, CVCS, LLC of Lansing, Michigan, constructed the multi-use path prior to the completion of the second phase of development; and

WHEREAS, the College Station, Texas accepted the multi-use path constructed by CVCS, LLC of Lansing, Michigan for public use on October 13, 2011; now, therefore,

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

PART 1: That the City Council hereby approves the reimbursement of Neighborhood Park Development Fees from Neighborhood Park Zone 6 in the amount of \$120,668 to CVCS, LLC of Lansing, Michigan for credit of construction of the public multi-use path adjacent to the Campus Village development.

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

ADOPTED this 21st day of November, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

LETTER OF COMPLETION

**CITY ENGINEER
CITY OF COLLEGE STATION
COLLEGE STATION, TEXAS**

DATE: 10-12-2011

RE: COMPLETION OF Hike and Bike
Trail at Campus Village Ph. 1A
[Handwritten initials]

Dear Sir:

The purpose of our letter is to request that the following listed improvements be approved and accepted as being constructed under City inspection and completed according to plans and specifications as approved and required by the City of College Station, Texas. This approval and acceptance by the City is requested in order that we may finalize any subcontracts and to affirm their warranty on the work. This approval and acceptance by the City of the improvements listed below does hereby void the letter of guarantee for the listed improvements on the above referenced project.

The one-year warranty is hereby affirmed and agreed to by _____
and by their subcontractors as indicated by signatures below.

<u>WORK COMPLETED</u>	<u>WARRANTY DATE</u>
<u>Campus Village</u>	_____
<u>Hike and Bike</u>	<u>10-12-2011</u>
<u>Trail</u>	_____
_____	_____

Owner: CVCS, LLC

Contractor: Andres Construction

Phone Number: 517-703-2132

Phone Number: 214-521-2118

Address: 4520 N. Grand Ave
Lansing, MI 48906

Address: 3710 Rawlins
Suite 1510

Signature: [Signature]
Kevin T. McGinnis

Signature: [Signature]
Dave Lewis

10-13-11

ACCEPTANCE & APPROVAL
[Signature]
City Representative

[Signature]
City Engineer

Revised 1/31/07

EB PLAT FILED
na OFFSITE ESMTS FILED
na TEMP BLANKET ESMT FILED
EB NO OTHER ESMTS NEEDED

**November 21, 2011
Consent Agenda Item No. 2c
Brazos Valley Council of Governments
Recycling Grant Authorization**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$10,700.00.

Relationship to Strategic Goals: Green Sustainable City.

Recommendation(s): Staff recommends approval of the grant application with TCEQ and BVCOG in the amount of \$10,700.00.

Summary: The Brazos Valley Council of Governments (BVCOG) is now accepting Requests for Project Applications. BVCOG has \$51,672.00 in funding from the Texas Commission on Environmental Quality (TCEQ) for FY 2012 solid waste implementation project grants.

The City of College Station Public Works Staff has completed the grant application and is requesting funding in the amount of \$10,700.00 to purchase a smart phone application My-Waste and Brazos Valley Earth Day advertising.

The My-waste smart phone application from Municipal Media Corp. Recycle Calendars is fully customizable to any municipal solid waste program. It will provide complete local program information such as recycling guides and directories, bulk garbage, composting, and collection schedules tailored to each household. Residents download the application for free and can set up the application to include personalized schedules including holiday changes, household hazardous waste events, and reminders.

Brazos Valley Earth Day celebrates the Earth and educates residents about the importance of taking care of the environment through waste reduction and recycling efforts along with other important environmental issues such as water and energy conservation. Local businesses and groups are able to display information and materials at no cost, offering residents a wide variety of information. Funding will allow the City of College Station to continue participation as a Hosting Entity alongside City of Bryan, TAMU, Brazos Valley Council of Governments, Keep Brazos Beautiful, and Brazos Valley Solid Waste Management Agency, Inc. The last Earth Day hosted at Wolf Pen Creek on April 16 brought more than 3500 people.

Budget & Financial Summary: Grant Application in the amount of \$10,700.00, if awarded Public Works will provide \$1,000.00 in matching funds. Staff will evaluate the performance and use of the smart phone application in 2012 and make and develop recommendations for renewal in FY 2013 based on program effectiveness. If this smart phone application My-Waste service is successful in FY 2012, then staff will apply for another grant in 2013 and future years to continue the service. The cost of the smart phone application is approximately \$2,200 per year.

Attachments:

1. Resolution
2. BVCOG Grant Application - On file at City Secretary's Office.

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF COLLEGE STATION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT ON BEHALF OF THE CITY OF COLLEGE STATION IN ALL MATTERS RELATED TO THE APPLICATION AND GRANT PROJECT; PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF COLLEGE STATION WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND ANY APPLICABLE LAWS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the BRAZOS VALLEY COUNCIL OF GOVERNMENTS is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG'S adopted regional solid waste management plan; and

WHEREAS, THE CITY OF COLLEGE STATION, Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLLEGE STATION, TEXAS;

1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.
2. That the City Manager or his designee is authorized to request grant funding under the BRAZOS VALLEY COUNCIL OF GOVERNMENTS Request for Applications of the Regional Solid Waste Grants Program in the amount of \$10,700.00 to be used to educate College Station Residents about the importance of Waste Reduction and Recycling through Brazos Valley Earth Day and the smart phone application My-Waste, and to act on behalf of THE CITY OF COLLEGE STATION in all matters related to the grant application and any subsequent grant contract and grant project that may result.
3. That if the grant funds are received, THE CITY OF COLLEGE STATION will comply with the grant requirements of the BRAZOS VALLEY COUNCIL OF GOVERNMENTS, Texas Commission on Environmental Quality and any applicable laws.
4. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant. Those activities will comply with and support, as applicable, the regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

November 21, 2011
Consent Agenda Item No. 2d
Project Number ST-1202
University Drive Sidewalks Improvements Project

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding professional services contract for the University Drive Sidewalks Improvements Project to Gattis Engineering, LLC in the amount of \$75,595.00

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

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

Summary: Funding in the form of Community Development Block Grant funds has been identified for the design of new sidewalks along University Drive between Texas Avenue and Fire Station No. 6, currently under construction. Design work covered under this contract includes, but is not limited to, the route design, topographical and boundary survey, and the identification of potential land need.

Budget & Financial Summary: The FY12 revised budget for design and land acquisition for this project is \$81,000. It is anticipated that additional CDBG funds will be allocated for construction of the sidewalks in FY13, but this is contingent upon receipt of sufficient CDBG funds.

Attachments:

1. Resolution
2. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE UNIVERSITY DRIVE SIDEWALKS IMPROVEMENTS PROJECT.

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

WHEREAS, the selection of Gattis Engineering, LLC is being recommended as the most highly qualified provider of the design services; now, therefore,

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

PART 1: That the City Council hereby finds that Gattis Engineering, LLC is the most highly qualified provider of the services for the University Drive Sidewalks Improvements Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Gattis Engineering, LLC for an amount not to exceed \$75,595.00 for the design services related to the University Drive Sidewalks Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Fund in the amount of \$75,595.00.

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

ADOPTED this _____ day of _____, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney



Chimney Hill Dr

Arguello Dr

Tarrow St E

Cooner St

University Dr E

Tarrow St

Macarthur St

Peyton St

Eisenhower St

Chappel St

Banks St

Pearce St

Jane St

Nimitz St

Poplar St

Turner St

Gilbert St

Churchill St

Eisenhower St

Live Oak St

Pasler St

Texas Ave

Poplar St

Ash St

Live Oak St

Avenue A

University Dr

Lincoln Ave

Walton Dr

November 21, 2011
Consent Agenda Item No. 2e
Project Number ST-1203
FM 2154 Sidewalk Improvements Project

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding professional services contract for the FM 2154 Sidewalk Improvements Project to Gattis Engineering, LLC in the amount of \$98,229.00.

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

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

Summary: Funding in the form of Community Development Block Grant funds has been identified for the design of sidewalks along FM 2154 (Wellborn Road) between Southwest Parkway and Luther Street. Design work covered under this contract includes, but is not limited to, the route design, topographical and boundary survey, and the identification of potential land need.

Budget & Financial Summary: The FY12 revised budget for design and land acquisition for this project is \$104,000. It is anticipated that additional CDBG funds will be allocated for construction of the sidewalks in FY13, but this is contingent upon receipt of sufficient CDBG funds.

Attachments:

1. Resolution
2. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE FM 2154 SIDEWALK IMPROVEMENTS PROJECT.

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

WHEREAS, the selection of Gattis Engineering, LLC is being recommended as the most highly qualified provider of the design services; now, therefore,

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

PART 1: That the City Council hereby finds that Gattis Engineering, LLC is the most highly qualified provider of the services for the FM 2154 Sidewalk Improvements Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Gattis Engineering, LLC for an amount not to exceed \$98,229.00 for the design services related to the FM 2154 Sidewalk Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Fund in the amount of \$98,229.00.

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

ADOPTED this _____ day of _____, A.D. 2011.

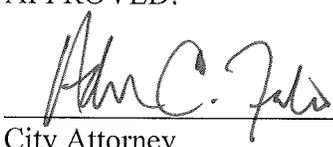
ATTEST:

APPROVED:

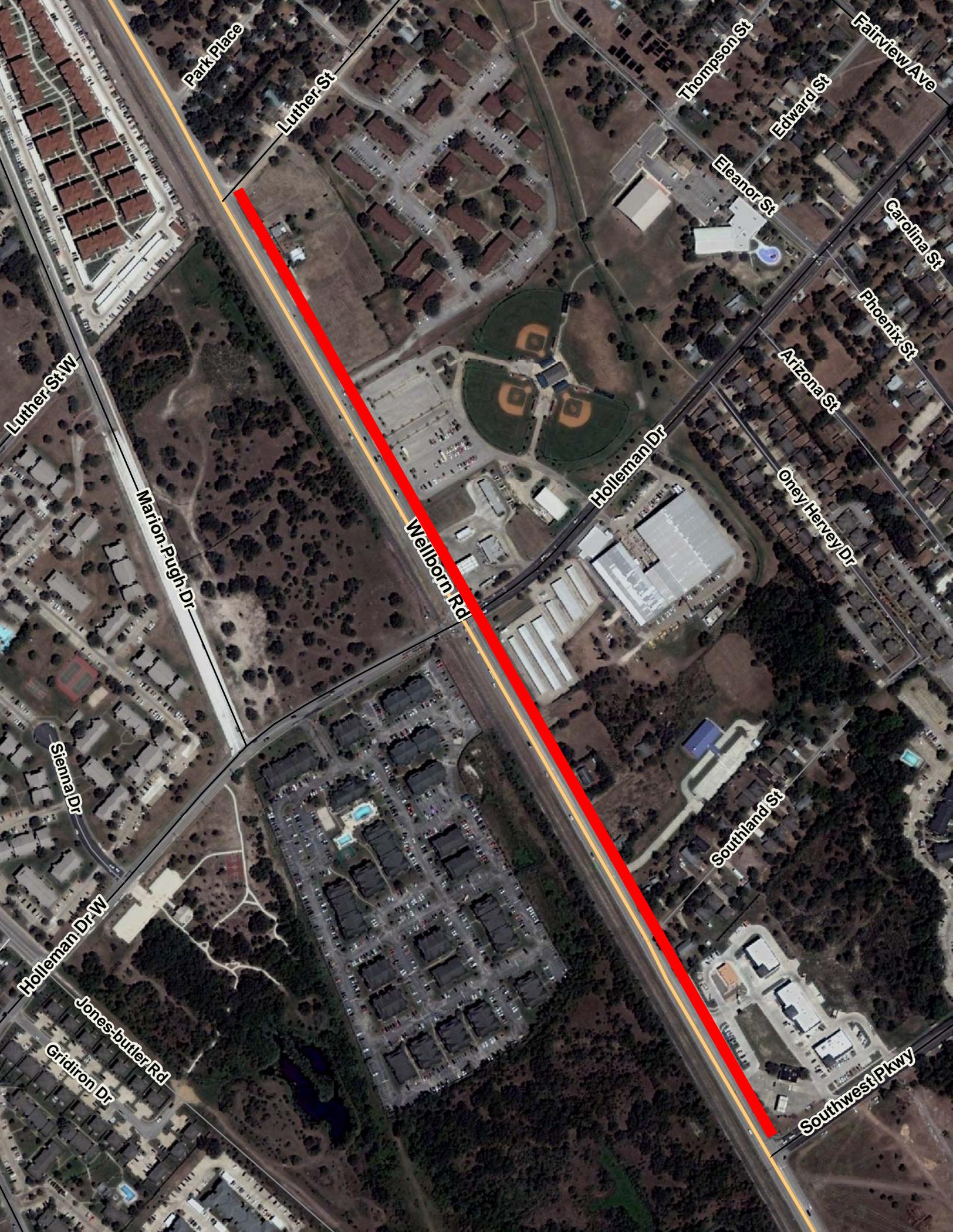
City Secretary

MAYOR

APPROVED:



City Attorney



Park Place

Luther St

Thompson St

Edward St

Fairview Ave

Eleanor St

Carolina St

Phoenix St

Arizona St

Oney Hervey Dr

Holleman Dr

Wellborn Rd

Marion Pugh Dr

Southland St

Southwest Pkwy

Luther St W

Stenna Dr

Holleman Dr W

Jones-butler Rd

Gridiron Dr

**November 21, 2011
Consent Agenda Item No. 2f
Project Number ST 10-26
Barron Road Widening Phase 2
Construction Contract Change Order**

To: David Neeley, City Manager

From: Chuck Gilman, P.E. Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a change order to the construction contract (11-013) with Brazos Paving in the amount of \$36,460.94 for the Barron Road Widening Phase 2 Project.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure. Goal IV, Improving Multi Modal Transportation.

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

Summary: The construction for the Barron Road Widening Phase 2 project has been ongoing since December 2010. We are currently on schedule to finish the project in the spring of 2012. This change order is for adding:

- Short concrete retaining wall to reduce maintenance
- School zone signs and flashing beacons

Short concrete retaining wall to reduce maintenance

The area between the privacy fences and the edge of the sidewalk is greater than a 3:1 slope, which creates some maintenance challenges for city staff. A steep slope can promote erosion and creates a landscaped area that is difficult to maintain therefore, a small concrete retaining wall was proposed to allow the contractor to grade a flatter slope between the fences and the sidewalk and provide a more manageable landscaped area.

School zone signs and flashing beacons

Also, the traffic signing and striping plans did not include the school zone signs and flashing beacons. This change order will add to the contract the school zone signs, flashing beacons, and pavement striping.

Budget & Financial Summary: Change Order No. 3 will increase the contract amount by \$36,460.94 for a revised contract total of \$4,114,725.84. Funds in the amount of \$5,363,779.00 are currently budgeted for this project in the Street Capital Improvement Projects Fund. Also, \$50,000.00 is budgeted in the Water Capital Improvement Projects Fund for water components of this project. Funds in the amount of \$4,164,964.70 have been expended to date from ST1026, leaving a balance of \$1,198,814.30 which will cover this change order.

Attachments:

- 1.) Change Order
- 2.) Map
- 3.)

CHANGE ORDER NO. 4		Contract No. 11-013	DATE: 10/07/2011			
P.O.# 110155		PROJECT: Barron Road Widening Phase 2	Project No. ST-1026			
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842		CONTRACTOR: Brazos Paving, Inc. PO Box 714 Bryan, Texas 77806 Ph: (979) 822-7605 Fax: (979) 823-2659				
PURPOSE OF THIS CHANGE ORDER:						
A. Construct small concrete retaining wall to match existing grade of yards adjacent to Barron Road.						
B. Install School Zone Flashing Beacons along Barron Road and modify affected pavement markings						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LF	Concrete Retaining Wall	\$48.00	0	305	\$14,640.00
2	EA	Flashing Beacon Speed Reduction Sign, Complete and in Place	\$7,700.00	0	2	\$15,400.00
3	EA	Small Rd Signs Assem Ty 10BWG, Complete and in Place	\$631.80	57	63	\$3,790.80
4	LF	Refl Pav Mrk Ty I (W) 12" (SLD), Complete and in Place	\$4.32	2220	1835	(\$1,663.20)
5	LF	Refl Pav Mrk Ty I (W) 24" (SLD), Complete and in Place	\$7.56	127	455	\$2,479.68
6	LF	Pvt Sealer 12", Complete and in Place	\$2.16	2220	1835	(\$831.60)
7	LF	Pvt Sealer 24", Complete and in Place	\$5.40	1110	1438	\$1,771.20
8	LF	Pvt Surface Prep 12", Complete and in Place	\$0.54	2220	1835	(\$207.90)
9	LF	Pvt Surface Prep 24", Complete and in Place	\$1.08	1110	1438	\$354.24
10	LS	P&P Bond Adjustment	\$727.72	0	1	\$727.72
					TOTAL	\$36,460.94
THE NET AFFECT OF THIS CHANGE ORDER IS A 0.91% INCREASE						
LINE 1 (ST1026)		\$36,460.94				
TOTAL CHANGE ORDER		36,460.94				
ORIGINAL CONTRACT AMOUNT		\$4,025,954.11				
Change Order No. 1		\$25,539.25		0.63% CHANGE		
Change Order No. 2		\$5,478.04		0.14% CHANGE		
Change Order No. 3		\$21,293.50		0.53% CHANGE		
Change Order No. 4		\$36,460.94		0.91% CHANGE		
REVISED CONTRACT AMOUNT		\$4,114,725.84		2.20% TOTAL CHANGE		
ORIGINAL CONTRACT DESIGN TIME		450 days				
Change Order No. 1		0 days				
Change Order No. 2		0 days				
Change Order No. 3		0 days				
Change Order No. 4		6 days				
Revised Contract Design Time		456 Days				
ORIGINAL COMPLETION DATE		February 29, 2012				
REVISED COMPLETION DATE		March 6, 2012				

APPROVED

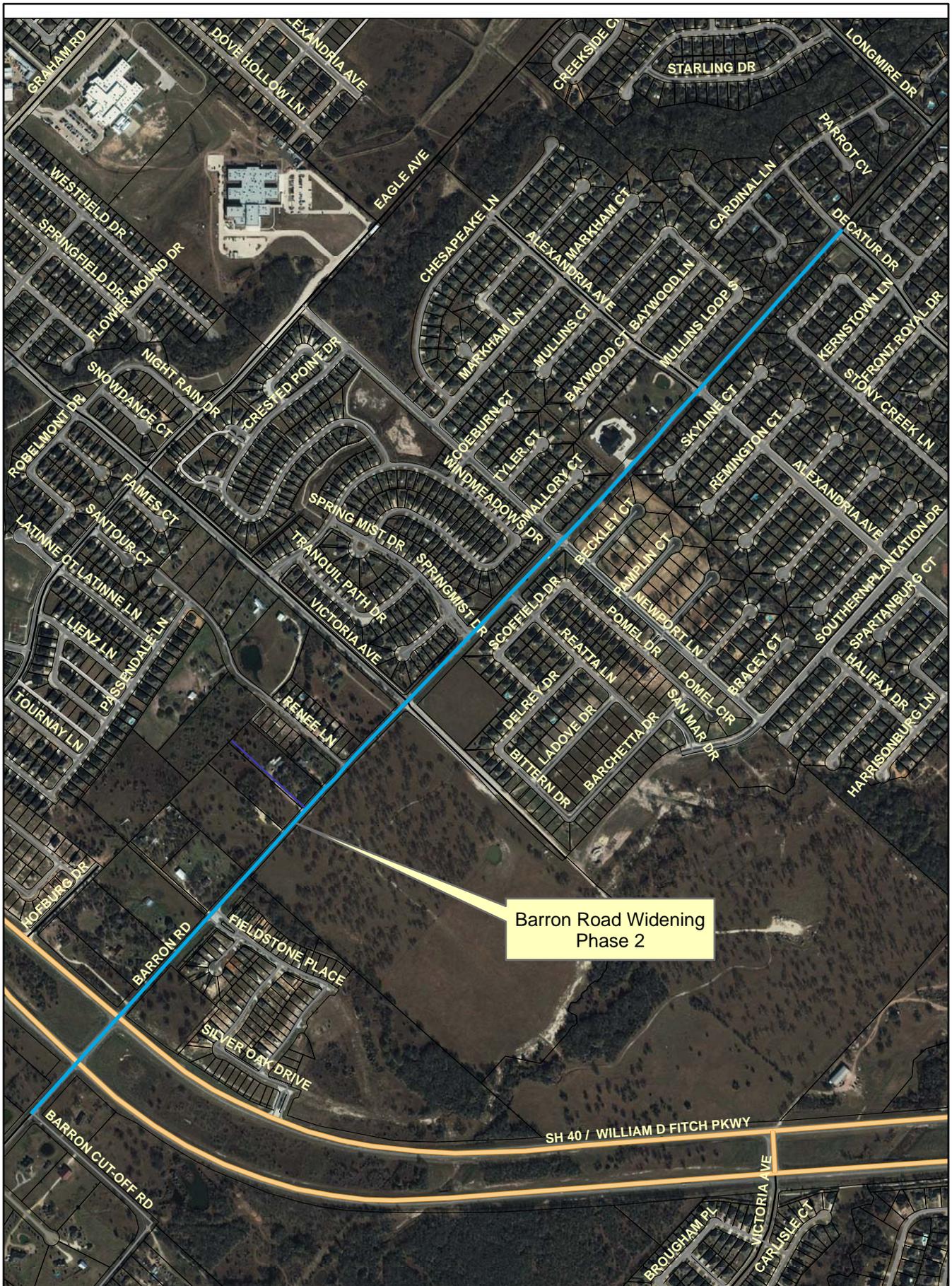
 10-18-2011 
A/E CONTRACTOR CITY ATTORNEY

 10/25/11 _____
CONSTRUCTION CONTRACTOR DIRECTOR OF FISCAL SERVICES

 10/31/11 _____
PROJECT MANAGER MAYOR

N/A _____
CITY ENGINEER CITY SECRETARY

 11/7/11 _____
DEPARTMENT DIRECTOR CITY MANAGER



Barron Road Widening
Phase 2

November 21, 2011
Consent Agenda Item No. 2g
Renewal of Hot Mix Asphalt Price Agreement

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding renewal of bid #11-69 to Knife River to provide a six month agreement for the purchase of Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$600,000 (\$60.00 per ton).

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

Recommendation(s): Staff recommends approval of the bid award to Knife River.

Summary: Knife River submitted the only bid for a price agreement to provide Type D Hot Mix Asphalt for the maintenance of streets in the City. The bid was for the purchase of hot mix asphalt to be picked up at the production plant. Due to the rising petroleum prices the bid was requested as both an annual agreement and an alternate six month agreement. Knife River offered a bid for an annual agreement in the amount of \$62.00 per ton. They also offered an alternate bid for a six month agreement in the amount of \$60.00 per ton. Staff recommended that the six month agreement be accepted for the amount of \$60.00 per ton. The current contract expires on December 14 and staff recommends that the agreement be renewed for the \$60.00 per ton.

Knife River has agreed to the renewal. The contract supports maintenance operations in the Street Maintenance Division. HMAC-Type D is the primary material used in the repair of asphalt pavement streets. It is used in both the asphalt base failure repair operations and by the crew of the Bergkamp pothole repair truck. The material needs to be purchased within a 40 mile radius of the City to maintain the optimum temperature of the mix and the proper chemical makeup.

Budget & Financial Summary: Funding is available in the operating budget of the Street Maintenance Division.

Attachments: Renewal letter

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid No. 11-69, for type D Hot Mix picked up by City crews, as the secondary vendor in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for a six month period beginning December 15, 2011 through June 14, 2012. This is the first six month renewal.

KNIFE RIVER CORP., SOUTH



AUTHORIZED REPRESENTATIVE

10/31/2011

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

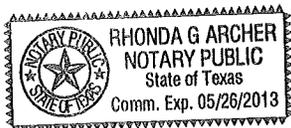
Executive Director Business Services

DATE

STATE OF TX
COUNTY OF Brazos

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged on the 31st day of October, ²⁰¹¹ 2011
by Keith Pierson in his/her capacity as Chief Estimator of
Knife River South, a Texas Corporation, on behalf of said corporation.



Rhonda G. Archer
Notary Public in and for the
State of TX

STATE OF TEXAS
COUNTY OF BRAZOS

ACKNOWLEDGMENT

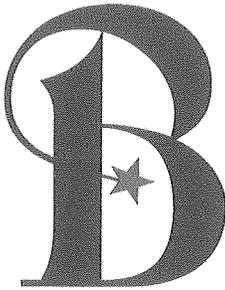
This instrument was acknowledged on the _____ day of _____, 2011,
by _____, in the capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

BID DOCUMENTS

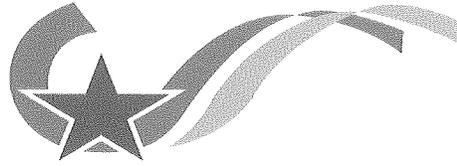
**SEMI-ANNUAL OR ANNUAL PRICE AGREEMENT AND
SPECIFICATIONS FOR PICK UP OF TYPE "D" HOT MIX**

BY PARTICIPATING ENTITIES



CITY OF BRYAN
The Good Life, Texas Style.™

CITY OF BRYAN
1309 E. Martin Luther King St.
Bryan, TX 77803
(979) 209-5500
www.bryantx.gov



CITY OF COLLEGE STATION
Home of Texas A&M University®

CITY OF COLLEGE STATION
1101 Texas Avenue
College Station, TX 77840
(979) 764-3555
www.cstx.gov

BID NO. 11-69

DUE DATE: MAY 10, 2011 @ 2:00 P.M.

City of College Station
Purchasing Department
Cynthia Sciulli, C.P.M.
Buyer
1101 Texas Avenue
College Station, TX 77840

HMAC- Type D will be ordered by 5:00 p.m. the day before it is needed and that the expectation is that material will be available at 8:00 a.m. the next work day. The city trucks shall not have to wait more than 30 minutes to be loaded.

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]. If the semi-annual agreement is decided upon by the Cities, the contract may be renewed for up to (4) additional (6) months for a total of three (3) years. 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.

Escalation/De-escalation

The parties agree that the supplier has based its bid on certain pricing assumptions of materials to be incorporated into the work specified herein. However, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases could occur that are beyond the control of the supplier, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase to the supplier of the material(s) specified herein (not labor), the supplier may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Bids may only be adjusted semi-annually. Supplier(s) are required to give a 30 day written notice before price increases based upon the change in pricing assumptions.

The bid, as submitted herein, is considered the base price for the materials specified herein as of date of contract award and shall remain in effect for 6 months hereafter called the reference base period. Prices may be adjusted semi-annually in 6 months after contract award and on the anniversary after first 6 month consideration of each year, based upon the percent changes (whether up or down) in the special index specified herein. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of the six month interval and anniversary date.

Under no circumstances shall the bid prices increase, aggregately, more than eight percent (8%) during the course of the agreement and any subsequent renewals.

November 21, 2011
Consent Agenda Item No. 2h
Tauber & Stasney Street and Utility Rehabilitation Project
Construction Change Order
Project Numbers ST-0505, WF0625888, WF0625893, WF6598173, CO-0902

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a change order to contract # 11-003 to Dudley Construction Ltd. to deduct \$82,502.64 for the Tauber & Stasney Street & Utility Rehabilitation construction contract.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure and Goal II.1, Preserving and restoring older neighborhoods

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

Summary: A \$100,000 line item was included in the original bid to account for a new on-street parking system in along Tauber and Stasney. Staff from Planning and Development Services recently solicited proposal for the new on-street parking system. The most efficient approach to the installation of the new system is to allow Dudley Construction to core the sidewalk and install the street meter poles, and allow city staff and the vendor supplying the parking meters to install the meter heads and program the devices. The installation of meter poles, at a cost of \$12,732.50, is the only portion of the original \$100,000 line item that will remain in the scope of work for the project. The balance will be utilized to purchase and install the new meter heads.

The change order also includes the additional striping for cross walks at the Stasney and Tauber intersections of University Drive and the inclusion of stop bars where they were removed as part of the project demolition and intersection reconstruction at University, Church, Cross and Cherry. Additionally, during the relocation of water meters on Tauber St. one multifamily unit was discovered to have a water meter attached to the building fire line. This is not allowed and in discussions with College Station utilities, Water Services Division, it was decided to allow the contractor for this project to remove the meter from the line and make the necessary repair at a cost of \$1,189.86.

Budget & Financial Summary: Funds in the amount of \$2,760,523 are currently budgeted for the Streets portion of this project. The items on the change order related to the Streets portion of the project will result in a credit of \$83,692.50. These funds will remain in the project budget until the project is complete. Funds in the amount of \$296,403 are currently budgeted for the Water portion of the project. The items on the change order related to the Water portion of the project will result in an additional expense of \$1,189.86, which is within the project budget.

Attachments:

1. Change Order
2. Project Location Map
3. Parking Plan



ISSUED FOR BIDDING AND CONSTRUCTION

DATE: OCTOBER, 2010
DRAWN BY: DRL, DAO
DESIGNED BY: SCF
CHECKED BY: JLR

REVISIONS

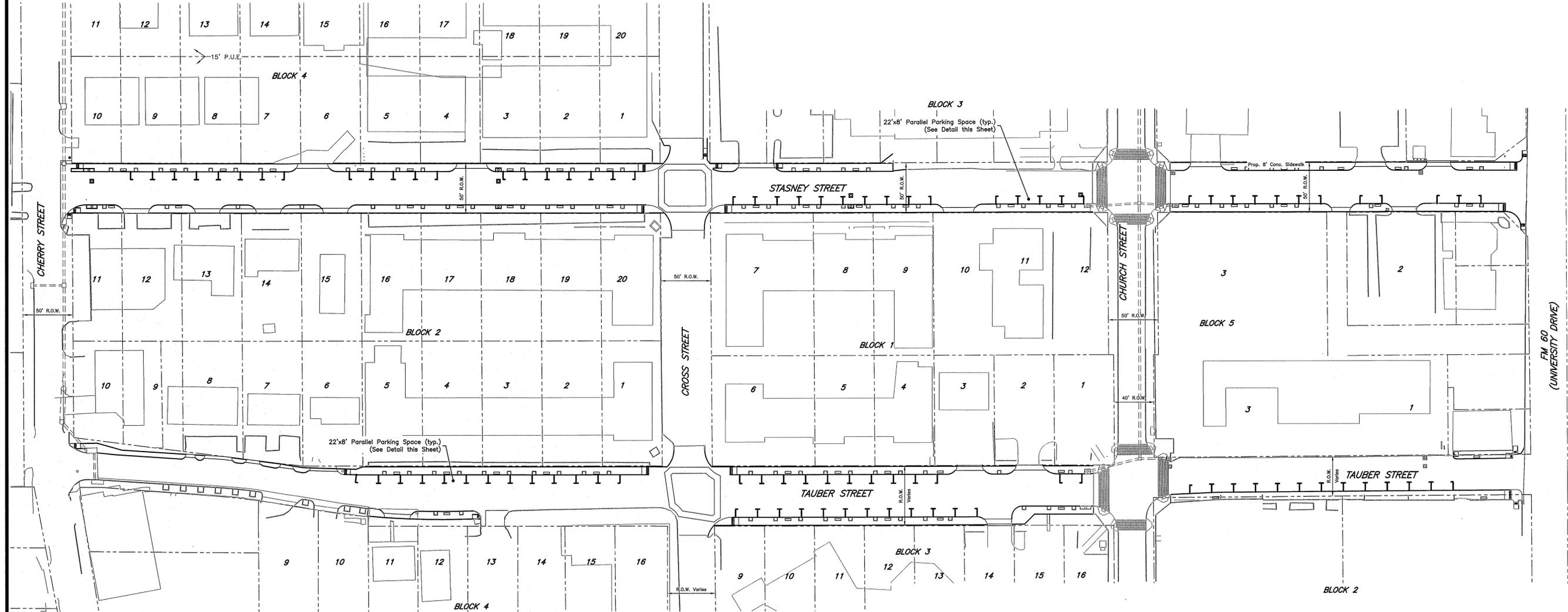
McCLURE & BROWNE
ENGINEERING/SURVEYING, INC.
Engineer Reg. No. F-488 Survey Reg. No. 101035-00
1008 Woodcreek Dr., Suite 103
College Station, TX 77845 (979) 693-3636
1314 Tom Shreve Lane, Suite 2368
Huntsville, TX 77320 (936) 294-9749



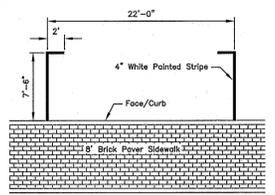
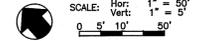
STRIPING & SIGNING PLAN
TAUBER AND STASNEY STREET REHAB

SHEET NO.

26



STRIPING & SIGNING PLAN



PARKING SPACE DETAIL

SCALE: Hor: 1" = 10'

General Note:
All public street signs to be removed by contractor and returned to City of College Station Public Works Department. City of College Station will return signs to contractor when they are ready to be re-installed. Contractor to coordinate with City Inspector.

**November 21, 2011
Consent Agenda Item No. 2i
Purchase of Transformers**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion on a bid award for the purchase of electrical pad-mounted transformers to Techline for a total of \$74,736.00.

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

Recommendation(s): Recommend award to the lowest responsible bidder meeting specification.

Summary: These purchases will be made upon award of this agreement. The transformers are maintained in the electrical inventory and expensed as necessary. These transformers are bought and kept in stock. Typically, our price agreements include firm, fixed pricing for 12 months; however, this industry is unusually volatile at this time, and in order to get the best pricing possible, we will make these purchases immediately upon award and place these transformers in our inventory.

Budget & Financial Summary: Five (5) sealed, competitive bids were received and opened on October 26, 2011. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: Bid Tabulation No. 12-016

ITEM NUMBER: 1

ITEM DESCRIPTION: 25 KVA Padmount Transformer 240/120

Order Quantity: 8

INVENTORY #: 285-086-00031

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	Central Maloney	\$2,038.05	\$16,304.40	\$2,529.14	10
HD Supply #2	Ermco	\$1,622.25	\$12,978.00	\$2,117.09	8-10
HD Supply #3	GE Prolec	\$2,017.05	\$16,136.40	\$2,449.11	6
KBS #1	Cooper	\$2,203.00	\$17,624.00	\$2,709.69	14-16
KBS #2	Ermco	\$1,649.00	\$13,192.00	\$2,143.84	8-10
PM & N #1	Central Maloney	\$2,001.00	\$0.00	\$2,492.09	10
Techline #1	Howard	\$1,470.00	\$11,760.00	\$1,954.55	6-8
Techline #1	Howard	\$1,443.00	\$11,544.00	\$1,933.58	8-10
WESCO #1	ABB	\$1,835.00	\$14,680.00	\$2,315.15	10-12

Low Bid

ITEM NUMBER : 2

ITEM DESCRIPTION: 37.5 KVA Padmount Transformer 240/120

Order Quantity: 8

INVENTORY #: 285-086-00059

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	Central Maloney	\$2,233.35	\$17,866.80	\$2,899.66	10
HD Supply #2	Ermco	\$1,823.85	\$14,590.80	\$2,455.60	8-10
HD Supply #3	GE Prolec	\$2,190.30	\$17,522.40	\$2,855.05	6
KBS #1	Cooper	\$2,506.00	\$20,048.00	\$3,202.58	14-16
KBS #2	Ermco	\$1,867.00	\$14,936.00	\$2,498.75	8-10
PM & N #1	Central Maloney	\$2,192.00	\$17,536.00	\$2,858.31	10
Techline #1	Howard	\$1,872.00	\$14,976.00	\$2,488.48	6-8
Techline #2	Howard	\$1,775.00	\$14,200.00	\$2,419.66	8-10
WESCO #1	ABB	\$1,965.00	\$15,720.00	\$2,619.49	10-12

Low bid

ITEM NUMBER : 3

ITEM DESCRIPTION: 75 KVA Padmount Transformer 240/120

Order Quantity: 8

INVENTORY #: 285-086-00033

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	Central Maloney	\$2,974.65	\$23,797.20	\$4,124.61	8
HD Supply #2	Ermco	\$2,420.25	\$19,362.00	\$3,563.07	8-10
HD Supply #3	GE Prolec	\$2,886.45	\$23,091.60	\$3,980.05	6
KBS #1	Cooper	\$2,809.00	\$22,472.00	\$3,864.06	16-18
KBS #2	Ermco	\$2,452.00	\$19,616.00	\$3,594.82	8-10
PM & N #1	Central Maloney	\$2,920.00	\$23,360.00	\$4,069.96	10
Techline #1	Howard	\$2,387.00	\$19,096.00	\$3,477.41	6-8
Techline #2	Howard	\$2,402.00	\$19,216.00	\$3,402.76	8-10
WESCO #1	ABB	\$2,442.00	\$19,536.00	\$3,600.12	10-12

3% window

Low bid

ITEM NUMBER : 4

ITEM DESCRIPTION: 167.5 KVA Padmount Transformer 240/120

Order Quantity: 8

INVENTORY #: 285-086-00035

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	Central Maloney	\$4,994.85	\$39,958.80	\$7,193.07	10
HD Supply #2	Ermco	\$3,682.35	\$29,458.80	\$5,909.11	8-10
HD Supply #3	GE Prolec	\$4,652.55	\$37,220.40	\$6,804.55	6
KBS #1	Cooper	\$4,410.00	\$35,280.00	\$6,610.00	14-16
KBS #2	Ermco	\$3,772.00	\$30,176.00	\$5,998.76	8-10
PM & N #1	Central Maloney	\$4,904.00	\$39,232.00	\$7,102.22	10
Techline #1	Howard	\$3,402.00	\$27,216.00	\$5,615.56	6-8
Techline #2	Howard	\$3,737.00	\$29,896.00	\$5,369.57	8-10
WESCO #1	ABB	\$4,036.00	\$32,288.00	\$6,004.37	10-12

Low bid

SUMMARY

	Vendor	Manufacturer	Quantity	Unit Price	Total	Delivery
Item #1 25 KVA Padmount Transformer 240/120 Inventory #285-086-00031	Techline	Howard	8	\$1,443	\$11,544	8-10 weeks
Item #2 37.5 KVA Padmount Transformer 240/120 Inventory #285-086-00059	Techline	Howard	8	\$1,775	\$14,200	8-10 weeks
Item #3 75 KVA Padmount Transformer 240/120 Inventory #285-086-00040	Techline	Howard	8	\$2,387	\$19,096	6-8 weeks
Item #4 167.5 KVA Padmount Transformer 240/120 Inventory #285-086-00035	Techline	Howard	8	\$3,737	\$29,896	8-10 weeks
Total				Techline	\$74,736	

November 21, 2011
Consent Agenda Item No. 2j
Authorize Brazos County Appraisal District Expenditures

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion to authorize the FY 12 expenditures for the Brazos County Appraisal District in the amount of \$240,272 pursuant to the Property Tax Code 6.06D

Recommendation(s): Staff recommends approval of the expenditures in the amount of \$240,272 to the Brazos County Appraisal District.

Summary: Chapter 6.01 of the Property Tax Code calls for an appraisal district to be established in each county. The district is responsible for appraising property in the district for ad valorem taxes purposes of each taxing unit that imposes ad valorem taxes in the district. Chapter 6.06 (d) stipulates how the funding is allocated: "each taxing unit participating in the district is allocated a portion of the amount of the budget equal to the proportion that the total dollar amount of property taxes imposed in the district by the unit for the tax year in which the budget proposals is prepared bears to the sum of the total amount of property taxes imposed in the district by each participating unit for that year."

Budget & Financial Summary: Funds are available and budgeted in the General Fund, Finance Administration Budget. Payments are made in four equal payments made at the end of each calendar quarter.

Attachments:

None

**November 21, 2011
Consent Agenda Item No. 2k
2012 Blue Cross and Blue Shield
Administrative Services Agreement Renewal**

To: David Neeley, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion on obtaining approval for the Administrative Services Agreement renewal with Blue Cross and Blue Shield of Texas for medical, dental and prescription drug plan claims administration for calendar year 2012, in the amount of \$425,981.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

Recommendation(s): Staff recommends approval of the contract renewal.

Summary: The City's health plan is self-funded and has contracted with Blue Cross and Blue Shield of Texas to administer claims. McGriff, Seibels & Williams, the city's benefits consultant, was able to negotiate a 2.8% increase on the medical administration fees and a 0% increase to dental and prescription drug fees. These fees are in line with the rate caps provided in the Administrative Service Agreement effective 1/1/08.

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

Attachments:

Blue Cross and Blue Shield ASA Renewal

**Renewal Addendum to Benefit Program Application ("ASO BPA")
Applicable to Administrative Services Only (ASO) Group Accounts**

administered by Blue Cross and Blue Shield of Texas, a division of Health Care Service Corporation,
a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Employer Account Number (6-digits): 80897

Employer Group Number(s): 89527

Section Number(s): All Active

Employer Name: City of College Station

Renewal Addendum Effective Date: 1/1/12

ERISA Plan: Yes No

If Yes, ERISA Plan Year: 1/1/2012

THIS ADDENDUM is incorporated into and made a part of the ASO Benefit Program Application ("ASO BPA") last entered into between the parties as of this Renewal Addendum's Effective Date and the corresponding Administrative Services Agreement ("Agreement"), currently in effect between the parties. This Addendum is intended to renew the foregoing as of the abovenoted Renewal Addendum Effective Date of Coverage and, except as modified and amended and/or re-attested herein pursuant to this renewal, the provisions, conditions and terms of such ASO BPA and Agreement shall remain in full force and effect.

FEE SCHEDULE PERIOD:				
<input type="checkbox"/> No Changes <input checked="" type="checkbox"/> See Additional Provisions				
To begin on Renewal Addendum Effective Date and continue for:				
<input checked="" type="checkbox"/> 12 Months <input type="checkbox"/> Other (please specify): _____ Months				
ADMINISTRATIVE CHARGE(S):				
<input type="checkbox"/> No Changes <input checked="" type="checkbox"/> See Additional Provisions				
Product / Service				
Base Administrative Charge (Medical)	\$49.45	\$	\$	\$
Prescription Drug Administrative Charge	\$N/A	\$	\$	\$
Prescription Drug Rebate Credit per Covered employee per month is the guaranteed Prescription Drug Rebate savings reflected as a Prescription Drug Rebate credit. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. Rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in the governing Administrative Services Agreement and ASO BPA to which this Addendum is attached under the section titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")	\$-10.91	\$	\$	\$
Blue Care Connection® ("BCC") Program: Enhanced	\$Included	\$	\$	\$
BCC Program Upgrade(s):	\$	\$	\$	\$
Description:	\$	\$	\$	\$
Description:	\$	\$	\$	\$
Special Beginnings	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$
Dental: _____	\$3.72	\$	\$	\$
Total	\$42.26	\$	\$	\$
NOTE: Additional services and/or fees may be itemized in the "Other" fields above or in the Additional Provisions section on page 2.				

PAYMENT SPECIFICATIONS:				<input checked="" type="checkbox"/> No Changes	<input type="checkbox"/> See Additional Provisions
Employer Payment Method:	<input type="checkbox"/> Online Bill Pay	<input type="checkbox"/> Electronic	<input type="checkbox"/> Check		
Employer Payment Period:	<input type="checkbox"/> Weekly (cannot be selected if Check is selected as payment method above)				
<input type="checkbox"/> Twice-Monthly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other (please specify):			
Claim Settlement Period:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other (please specify):			
Run-Off Period: Employer Payments are to be made for 12 months following end of Fee Schedule Period.					
Final Settlement: Final Settlement is to be made within 60 days after end of Run-Off Period.					

TERMINATION ADMINISTRATIVE CHARGE:				<input type="checkbox"/> No Changes	<input type="checkbox"/> See Additional Provisions
Service					
Medical Run-Off Administrative Charge	\$19.56	\$	\$	\$	\$
Dental Run-Off Administrative Charge	\$2.89	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$	\$

ADDITIONAL PROVISIONS:

Employer acknowledges and agrees that unless a change is indicated on this Renewal Addendum, Employer's instructions, acknowledgements and agreements in the ASO BPA and the Agreement (both as defined above) shall remain in full force and effect.

Benjamin P Suarez

 Authorized BCBSTX Representative
 Manager 10/20/11

 Title Date
 972-766-9332 Fax 214-741-2047

 BCBSTX Telephone and Fax numbers

 Signature of Authorized Purchaser

 Title

 Date

 Agent Representative (if applicable)

 Date

 Agent Phone & Fax Numbers

 Agent Email Address

 Tax I.D. No.

BLUE CROSS AND BLUE SHIELD OF TX

CITY OF COLLEGE STATION

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

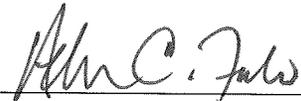
By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____



City Attorney
Date: _____

Executive Director, Business Services
Date: _____

**November 21, 2011
Consent Agenda Item No. 2L
Fire Equipment Purchases**

To: David Neeley, City Manager

From: R. B Alley III, Fire Chief

Agenda Caption: Presentation, possible action, and discussion authorizing the expenditure of \$70,478.15 with Casco Industries Inc. for the purchase of fire equipment and supplies of which \$50,725.75 is exempt from competitive bidding pursuant to Local Government Code 252.022(7) a procurement of items from only one source.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

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

Summary: Requesting approval to purchase \$41,555.28 of M.S.A. self contained breathing apparatus equipment and \$9,170.47 to purchase one M.S.A. thermal imaging camera. Casco Industries Inc. is the sole source for M.S.A. breathing apparatus and thermal imaging cameras.

Additionally, we are requesting approval to purchase \$19,752.40 of fire engine equipment; to include nozzles, adapters, monitors, valves, wrenches, straps and cones. Three (3) informal bids were received and evaluated and it was determined that Casco Industries Inc offered the best value as they submitted the lowest bid.

The purchase of this equipment will add an additional engine to our fleet in preparation of the opening of station 6.

Budget & Financial Summary: Partial funding for these purchases was approved in a fiscal year 11 service level adjustment and carried over into fiscal year 12. The remainder of the funding was approved in a service level adjustment for fiscal year 12.

Attachments:

1. Casco price quotes – On file in the City Secretary's office
2. MSA sole source letter – On file in the City Secretary's office
3. Bid tab – On file in the City Secretary's office

November 21, 2011
Consent Agenda Item No. 1
Defeasance of a Portion of the 2009 Certificates of Obligation
Ordinance

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on an ordinance of the City Council of the City of College Station, Texas, authorizing the defeasance of a portion of City of College Station, Texas Certificates of Obligation Series 2009; Approving an Escrow Agreement; and providing an effective date.

Recommendation(s): Staff recommends approval of the Ordinance and Escrow Agreement.

Summary: In 2009 the City of College Station issued \$31.315 million in Certificates of Obligation. \$2.6 million of the proceeds were expended to acquire approximately 7.1469 acres of land located at 701 University Drive East to be used as a site for a convention center. On July 25, 2011 the council determined that it no longer intends to construct a convention center on the property purchased. Due to the change in use of the property remedial action must be taken to maintain the the tax-exempt status of the Certificates of Obligation. After discussions with the City's Bond Counsel and City Attorney it has been determined that the best course of action for the City is to defease, or pay off, the portion of the bond associated with the purchase of the land. Defeating the bonds removes the federal tax limitations currently placed on the use of the property. The bonds are not callable until February 15, 2019 therefore, an escrow account will need to be established.

Budget & Financial Summary: The total amount of bonds that will be defeased is \$2,305,000. The total amount needed to fund the escrow account is \$2,715,367. Funding sources consist of \$2,305,000 principal payment from the Hotel Tax Fund and \$410,367 interest payment from the Chimney Hill Fund. Once the property is sold, all proceeds will go back to the Hotel Tax Fund.

A budget amendment will be prepared for the December 8, 2011 City Council Meeting to appropriate the funds for this defeasance.

Attachments:

Ordinance
Escrow Agreement

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS :
COUNTY OF BRAZOS :
CITY OF COLLEGE STATION :

We, the undersigned officers of the City of College Station, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in **REGULAR MEETING ON NOVEMBER 21, 2011**, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- Nancy Berry, Mayor
- Dave Ruesink, Mayor Pro Tem
- Blanche Brick, Councilmember
- Jess Fields, Councilmember
- Karl Mooney, Councilmember
- Katy-Marie Lyles, Councilmember
- Julie M. Schultz, Councilmember

Sherry Mashburn, City Secretary

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE DEFEASANCE OF A PORTION OF CITY OF COLLEGE STATION, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2009; APPROVING AN ESCROW AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

was duly introduced for the consideration of the City Council and read in full. It was then duly moved and seconded that said Ordinance; and, after due discussion, said motion prevailed and carried by the following vote:

AYES : _____ NOES : _____

2. That a true, full and correct copy of the aforesaid Ordinance described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the passage of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED THE 21st DAY OF NOVEMBER, 2011.

City Secretary

Mayor

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE DEFEASANCE OF A PORTION OF CITY OF COLLEGE STATION, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2009; APPROVING AN ESCROW AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of College Station, Texas (the "City") has previously issued its "City of College Station, Texas Certificates of Obligation, Series 2009", in the original aggregate principal amount of \$31,315,000 (the "Certificates of Obligation"); and

WHEREAS, a portion of the proceeds of the Certificates of Obligation in the amount of \$2,600,000 was expended to acquire approximately 7.1469 acres of land located at 701 University Drive East (the "Project") to be used as a site for a convention center; and

WHEREAS, the City Council has determined that it no longer intends to construct a convention center on the site of the Project; and

WHEREAS, the City Council hereby approves the defeasance of certain maturities, or portions thereof, of the Certificates of Obligation that are attributable to the Project, as described in **Exhibit A** attached hereto and incorporated by reference herein (the "Defeased Certificates"); and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to enter into an escrow agreement with the paying agent for the Defeased Certificates with respect to the safekeeping, investment, reinvestment, administration, and disposition of lawfully available revenues of the City for the purpose of acquiring defeasance securities and irrevocably depositing same in trust with the appropriate escrow agent to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, to pay when due the principal of, premium, if any, or interest on the Defeased Certificates; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas is the paying agent/registrar for the Certificates of Obligation, and the Escrow Agreement authorized herein, in which The Bank of New York Mellon Trust Company, N.A., Dallas, Texas is designated as the Escrow Agent, constitutes an escrow agreement of the kind authorized and permitted by Chapter 1207; and

WHEREAS, the City hereby finds that it is in its best interests to deposit lawfully available funds of the City with the Escrow Agent in order to effect firm banking arrangements for the payment of principal and interest to the maturity dates and redemption dates of the Defeased Certificates; and

WHEREAS, the Certificates of Obligation provide that the City may exercise the right to call outstanding Certificates of Obligation maturing on and after February 15, 2020, for

redemption, in whole or in part, on February 15, 2019, or on any date thereafter, at a redemption price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption.

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

Section 1. The City hereby establishes the Escrow Fund to be held by the Escrow Agent pursuant to the Escrow Agreement.

Section 2. Funds in the amount of \$2,699,817.62 are hereby determined by the City to be available for the purposes described herein and necessary for the purchase of securities to be deposited to the Escrow Fund and used for payment of the principal of and interest on the Defeased Certificates, and such funds shall be deposited to the Escrow Fund created under the Escrow Agreement.

Section 3. The City hereby calls for redemption on February 15, 2019, the Defeased Certificates maturing on February 15 in each of the years 2020 through 2029, inclusive, at the price of par plus accrued interest to the date of redemption, in accordance with the terms and conditions of the ordinance authorizing the issuance of the Certificates of Obligation.

Section 4. The Mayor of the City is hereby authorized and directed to execute and deliver, and the City Secretary is authorized to attest, the Escrow Agreement (the "Escrow Agreement") with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Escrow Agent"), in substantially the form presented at this meeting. The City Manager and Executive Director of Business Services of the City are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities described in the Escrow Agreement and the delivery thereof to the Escrow Agent on or before December 1, 2011, for deposit to the credit of the Escrow Fund, including the execution of any subscription forms for the purchase and issuance of the "United States Treasury Securities – State and Local Government Series" for deposit to the Escrow Fund, all as provided by the Escrow Agreement, and to take appropriate measures to provide notice of redemption to the paying agent/registrars for the Defeased Certificates and the holders of the Defeased Certificates so called for redemption.

Section 5. The Bank of New York Mellon Trust Company, N.A., as the paying agent/registrars for the Defeased Certificates, is hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinance authorizing the issuance of the Certificates of Obligations and is hereby directed to make appropriate arrangements so that the Defeased Certificates may be defeased and redeemed on the dates described in the Escrow Agreement.

Section 6. This Ordinance shall be effective immediately from and after its passage.

PASSED AND APPROVED this 21st day of November, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(City Seal)

APPROVED:



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

EXHIBIT A

DESCRIPTION OF DEFEASED CERTIFICATES

City of College Station, Texas Certificates of Obligation, Series 2009

<u>Maturity</u>	<u>Original Principal Amount Outstanding</u>	<u>Principal Amount Being Defeased</u>	<u>Redemption Date</u>
2/15/2012	\$1,265,000	\$105,000	defeased to maturity
2/15/2013	\$1,325,000	\$110,000	defeased to maturity
2/15/2014	\$1,390,000	\$115,000	defeased to maturity
2/15/2015	\$1,470,000	\$120,000	defeased to maturity
2/15/2016	\$1,545,000	\$125,000	defeased to maturity
2/15/2017	\$1,145,000	\$95,000	defeased to maturity
2/15/2018	\$1,210,000	\$105,000	defeased to maturity
2/15/2019	\$1,270,000	\$105,000	defeased to maturity
2/15/2020	\$1,330,000	\$110,000	2/15/2019
2/15/2021	\$1,405,000	\$120,000	2/15/2019
2/15/2022	\$1,470,000	\$125,000	2/15/2019
2/15/2023	\$1,545,000	\$130,000	2/15/2019
2/15/2024	\$1,625,000	\$140,000	2/15/2019
2/15/2025	\$1,715,000	\$145,000	2/15/2019
2/15/2026	\$1,795,000	\$150,000	2/15/2019
2/15/2027	\$1,890,000	\$160,000	2/15/2019
2/15/2028	\$1,985,000	\$170,000	2/15/2019
2/15/2029	\$2,090,000	\$175,000	2/15/2019
Total		\$2,305,000.00	

ESCROW AGREEMENT

Relating to the defeasance of

CITY OF COLLEGE STATION, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2009

THIS ESCROW AGREEMENT, dated as of November 21, 2011 (together with any amendments or supplements hereto, called the "Agreement") is entered into by and between the City of College Station, Texas (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent"). The addresses of the Issuer and the Escrow Agent are shown on Exhibit "A" attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Issuer has previously issued and there presently remain outstanding the "City of College Station, Texas Certificates of Obligations, Series 2009," and the Issuer authorizes the defeasance of a portion of such certificates of obligation (and such portion being defeased are hereafter called the "Defeased Obligations") which are further 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"); and

WHEREAS, the Defeased 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, in accordance with the ordinance authorizing the issuance of the Defeased Obligations, the Issuer hereby directs the defeasance of the Defeased Obligations and shall cause to be deposited the Escrowed Securities (as defined herein) described in the Report and which shall 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 the payment of the principal of the Defeased Obligations, plus interest thereon to the dates of maturity or prior redemption, as described in the Report; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption date of the Defeased Obligations, then the Defeased Obligations shall be deemed to be paid, retired and no longer 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 deposit any available funds or resources, directly with any place of payment (paying agent) for the Defeased Obligations, or a trust company or commercial bank other than any place of payment for any of the Defeased Obligations 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 Defeased Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such paying agent for the Defeased Obligations with respect to the safe-keeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent may agree, provided that such deposits may be invested only in the following securities: (a) direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which may be in book entry form, (b) 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 the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) 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 issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, 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 Defeased Obligations when due; and

WHEREAS, the Escrow Agent is the paying agent for the Defeased Obligations, and this Agreement constitutes an escrow agreement of the kind authorized and required by 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 the Defeased 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, to provide for the payment of the principal of the Defeased Obligations at their respective maturity dates or date of prior redemption and the interest thereon to such dates, the Issuer will provide to the Escrow Agent lawfully available funds (other than bond proceeds) for such purpose; and

WHEREAS, the Issuer desires that the available funds of the Issuer to be used to effect the defeasance of the Defeased Obligations 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 Defeased Obligations as it accrues and becomes payable and the principal of the Defeased Obligations on their maturity dates or date of redemption; and

WHEREAS, to facilitate the 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 Escrow Agent is herein also referred to as the "Paying Agent", and in such capacity as paying agent for the Defeased Obligations, acting through the Escrow Agent, is also a party to this Agreement, as the sole paying agent for the Defeased Obligations, to acknowledge its acceptance of the terms and provisions of this Agreement in such capacity.

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 Defeased 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 Section 3.01 of 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 substituted therefor pursuant to Article IV of this Agreement.

Section 1.02. Other Definitions. The terms "Agreement", "Issuer", "Escrow Agent", "Defeased Obligations", "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 Defeased Obligations in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

On or before December 1, 2011, 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 by executing this Agreement, the Escrow Agent shall have acknowledged the receipt thereof to the Issuer.

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 Certificates of Obligation, Series 2009 Defeasance 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 Defeased 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 Defeased 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, the amounts required to pay the principal of the Defeased Obligations and interest thereon in the amounts and on the dated 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 Defeased Obligations as such interest comes due and the principal of the Defeased Obligations as the Defeased Obligations mature or are redeemed prior to maturity, 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 each place of payment (paying agent) for the Defeased 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 Defeased Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Defeased 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 Defeased 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 Agent.

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 3.02, 4.02, 4.03 and 4.04 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 Certificates of Indebtedness, Notes or Bonds - State and Local Government Series with an interest rate equal to zero percent (0%) (the "Zero SLGs") to the extent such Obligations are available from the Department of Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on any Escrowed Securities. Unless otherwise instructed by the Issuer in accordance with Section 4.03 hereof, the Escrow Agent shall acquire any Zero SLGs on the dates the Escrowed Securities listed in the Report mature, as shown in the Report, or on the first date Zero SLGs become available thereafter. The Escrow Agent shall purchase Zero SLGs that only mature on the dates shown in 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, 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 Defeased 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 Defeased Obligations to be "arbitrage bonds" within the meaning of section 148 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Defeased 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 Defeased Obligations.

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

Section 4.04. Substitution for Escrowed Securities. Concurrently with the initial deposit by the Issuer with the Escrow Agent, but not thereafter, the Issuer, at its option, may substitute cash or non-interest bearing direct noncallable, non-prepayable obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof, and for which there are no payments other than the payment made on the maturity date) (the "Substitute Obligations") for non-interest bearing Escrowed Securities, if any, but only if such Substitute Obligations

(a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,

(b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and

(c) produce the amount necessary to pay the interest on and principal of the Defeased Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the Issuer with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the Issuer may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. 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 Defeased Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Except as provided in Sections 3.01, 3.02, 4.02, 4.03 and 4.04 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 Defeased 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 Defeased 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 AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it is the Paying Agent for the Defeased 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 Defeased 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 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 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 Defeased Obligations and is not responsible for or bound by any of the provisions thereof (except as a place of payment and the 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.

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 delivery of the Escrowed Securities, 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, as well as all future paying agency services of the Paying Agent, the sum of \$1,550.00, the sufficiency of which is hereby acknowledged by the Escrow Agent. 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. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or 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 Defeased 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 Defeased 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.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, authorized under Texas law to act as an escrow agent, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$5,000,000 and subject to the supervision or examination by Federal or State authority.

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.

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 Defeased Obligations or by the Issuer as herein provided and such successor Escrow Agent shall serve as the paying agent for the Defeased Obligations 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.

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.

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, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Standard & Poor's Corporation, Attn: Municipal Bond Department, 55 Water Street, New York, New York 10045, and Fitch Ratings, Attn: Municipal Structured Finance, 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 Defeased 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 Defeased 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 and the Escrowed Securities, 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 Defeased Obligations.

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

[EXECUTION PAGE FOLLOWS]

EXECUTED as of the date first written above.

CITY OF COLLEGE STATION, TEXAS

By: _____
Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(CITY SEAL)

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 "A"

ADDRESSES OF THE ISSUER
AND ESCROW AGENT

ISSUER

City of College Station
1101 Texas Avenue
College Station, Texas 77840
Attention: Executive Director of Business Services

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 L.L.P.

November 21, 2011
City Council Regular Agenda Item No. 2
Canvass

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of an ordinance of the City Council of the City of College Station, Texas, canvassing returns and declaring results of the special election, held on November 8, 2011, for the purpose of submitting proposed amendments to the City Charter to the voters.

Presentación, posible acción y discusión acerca de una ordenanza del consejo de la ciudad de College Station, Texas, para escrutinar los resultados de los votos y declarando los resultados de las elecciones especiales celebradas el 8 de noviembre de 2011, para el propósito de presentarles a los votantes las enmiendas propuestas a los estatutos de la ciudad.

Attachments:

- Draft ordinance canvassing the special election (English and Spanish)

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF THE SPECIAL ELECTION, HELD ON NOVEMBER 8, 2011, FOR THE PURPOSE OF SUBMITTING PROPOSED AMENDMENTS TO THE CITY CHARTER TO THE VOTERS.

RECITALS:

1. On August 11, 2011 the City Council ordered that a Special Election be held on November 8, 2011 for the purpose of submitting proposed amendments to the City Charter to the voters.
2. Notice of this election was duly published in The Eagle on October 14 and 21, 2011.
3. A copy of the notice was posted on the bulletin board at City Hall on August 12, 2011.
4. This election was duly and legally held on November 8, 2011, in conformity with the election laws of the State of Texas, and the results of the election have been certified and returned by the proper judges and clerks.
5. The City Council of the City of College Station, Texas, with the following members present: Mayor Nancy Berry, Councilmembers Blanche Brick, Jess Fields, Karl Mooney, Katy-Marie Lyles, Julie Schultz, and Dave Ruesink, have today considered the returns of the Special Election held on November 8, 2011.
6. It appears to the Council, and the Council finds, that the election was in all respects lawfully held.
7. It appears to the Council, and Council finds, that the tabulation of the results of the election is correct.

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

SECTION 1. The Special Election of November 8, 2011 was duly called, notice of the election was given in accordance with law, and the election was held in accordance with law.

SECTION 2. The tabulation of votes cast in the Special Election held on November 8, 2011, for the purposes stated in Recital 1 above, a copy of which is attached to and made a part of this ordinance, is adopted as the official tabulation of the votes cast at the election, and the tabulation will be filed and recorded in the official records of the City of College Station as the official canvass of the election.

SECTION 3. The official canvass of the returns of the election reflects the following:

The following votes were cast for and against the following numbered proposition:

PROPOSITION NO. 1

Shall the Charter of the City of College Station be amended to provide for the regular election of the Mayor and City Council to be held in May of odd-numbered years with the Mayor and City Council serving four (4) year term lengths for no more than eight (8) consecutive years?

Votes for Proposition No. 1: 2,205

Votes against Proposition No. 1: 3,370

SECTION 4. That Proposition 1 failed, with a majority of votes against; thereby the Charter of the City of College Station shall not be amended.

PASSED, APPROVED AND ADOPTED this the 21st day of November 2011.

Mayor

ATTEST:

Sherry Mashburn
City Secretary

APPROVED:


Carla Robinson
City Attorney

ORDENANZA _____

UNA ORDENANZA DEL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS, PARA ESCRUTINAR LOS RESULTADOS DE LOS VOTOS Y DECLARANDO LOS RESULTADOS DE LAS ELECCIONES ESPECIALES CELEBRADAS EL 8 DE NOVIEMBRE DE 2011, PARA EL PROPÓSITO DE PRESENTARLES A LOS VOTANTES LAS ENMIENDAS PROPUESTAS A LOS ESTATUTOS DE LA CIUDAD.

ANTECEDENTES:

1. El 11 de agosto de 2011, el Consejo de la Ciudad ordenó que se celebren Elecciones Especiales el 8 de noviembre de 2011 con el propósito de presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad.
2. La notificación de estas elecciones fue debidamente publicada en *The Eagle* el 14 y el 21 de octubre de 2011.
3. Una copia de la notificación fue colocada en el boletín informativo de la Municipalidad de esta Ciudad el 12 de agosto de 2011.
4. Las elecciones se celebraron debidamente y legalmente el 8 de noviembre de 2011, de acuerdo con las leyes de las elecciones del Estado de Texas, y los resultados de las elecciones se certificaron y fueron entregados por los jueces y oficiales apropiados.
5. El Consejo de la Ciudad de College Station, Texas, con los siguientes miembros presentes: la Alcalde Nancy Berry, el miembro del Consejo Blanche Brick, Jess Fields, Karl Mooney, Katy-Marie Lyles, Julie Schultz y Dave Ruesink, han considerado el día de hoy los resultados de las Elecciones Especiales celebradas el 8 de noviembre de 2011.
6. Las elecciones se celebraron legalmente en todo aspecto y de acuerdo con la ley según el Consejo y los resultados obtenidos por el Consejo.
7. Según el Consejo y los resultados obtenidos por el Consejo, la tabulación de los resultados de las elecciones fue correcta.

QUE SE ORDENE POR EL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS:

SECCIÓN 1. Las Elecciones Especiales celebradas el 8 de noviembre de 2011 fueron debidamente convocadas, la notificación de las elecciones se dio de acuerdo a la ley y las elecciones se celebraron de acuerdo a la ley.

SECCIÓN 2. La tabulación de los votos emitidos en las Elecciones Especiales celebradas el 8 de noviembre de 2011, para los propósitos indicados en el Antecedente 1 mencionado arriba, el cual se adjunta y es parte de esta ordenanza, se adopta como la tabulación oficial de los votos emitidos en las elecciones, y la tabulación se registrará en los registros oficiales de la Ciudad de College Station como el escrutinio oficial de las elecciones.

SECCIÓN 3. El escrutinio oficial de los resultados de las elecciones refleja lo siguiente:

Los siguientes votos se emitieron a favor de y en contra de las propuestas numeradas a continuación:

PROPUESTA NO. 1

¿Se deberán enmendar los Estatutos de la Ciudad de College Station para realizar elecciones regulares para el Alcalde y el Consejo de la Ciudad a celebrarse en mayo de los años impares con el Alcalde y el Consejo de la Ciudad sirviendo términos de cuatro (4) años, por no más de ocho (8) años consecutivos?

Votos a favor de la Propuesta No. 1: 2,205

Votos en contra de la Propuesta No. 1: 3,370

SECCIÓN 4. La Propuesta 1 no fue aprobada, con una mayoría de votos en contra; de ese modo, los Estatutos de la Ciudad de College Station no se enmendarán.

PASADO, APROBADO Y ADOPTADO este 21 de noviembre de 2011.

Alcalde

DOY FE:

Sherry Mashburn
Secretaria de la Ciudad

APROBADO:


Carla Robinson
Abogada de la Ciudad