



## Meeting Agenda City Council Regular

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Thursday, July 24, 2014

7:00 PM

City Hall Council Chambers

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

### Presentation:

Presentation by Keep Brazos Beautiful regarding The Governor's Community Achievement Award – Award of Excellence.

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

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent 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.

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.

- 2a. [14-578](#) Presentation, possible action, and discussion of minutes for:
    - June 26, 2014 Workshop
    - June 26, 2014 Regular Council Meeting

Attachments: [WKSHP062614 DRAFT Minutes](#)  
[RM062614 DRAFT Minutes](#)

- 2b. [14-543](#) Presentation, possible action, and discussion regarding the annual Agreement between City of College Station and Texas A&M University for the Fitlife testing of all Fire Fighters for the cost of \$54,820.

Attachments: [FitLife Agreement.pdf](#)

- 2c.** [14-548](#) Presentation, possible action, and discussion regarding a resolution to allow an exception to policy to allow Mrs. Joanna Butenko to construct sewer infrastructure necessary to connect her home to the City sewer system.
- Attachments:** [Policy.pdf](#)  
[Request Letter.pdf](#)  
[Map.pdf](#)  
[Resolution.docx](#)
- 2d.** [14-553](#) Presentation, Possible action, and discussion on a bid award for the purchase of electrical substation equipment to Wesco Distribution for \$23,898 and ratify the purchase order issued to Alstom Grid for \$29,100, and for a total award amount of \$52,998.
- Attachments:** [Tabulation.pdf](#)
- 2e.** [14-555](#) Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of parts and repair services for City refuse trucks from Heil of Texas. Contract pricing for parts and labor are available from Heil of Texas through the BuyBoard Purchasing Cooperative (Contract #425-13). The estimated annual expenditure for parts and repair services for refuse trucks is \$60,000.
- Attachments:** [BuyBoard - Heil Pricing.pdf](#)
- 2f.** [14-557](#) Presentation, possible action and discussion regarding an interlocal agreement between the City of College Station and the City of Bryan for landscape maintenance services on Health Science Center (HSC) Parkway between Turkey Creek Road and SH 47.
- Attachments:** [HSC Parkway Landscape Maintenance ILA.pdf](#)
- 2g.** [14-558](#) Presentation, possible action, and discussion regarding approval of Change Order No. 1 to the professional services contract with Gattis Engineering, LLC in the amount of \$8,550 for the Nimitz Street Rehabilitation.
- Attachments:** [Change Order No. 1.pdf](#)  
[Nimitz Street Rehab Project Limits Map.pdf](#)
- 2h.** [14-560](#) Presentation, possible action, and discussion requesting approval of the proposed Community Development FY 2015 (PY 2014) Action Plan and Budget.

**Attachments:** [Attachment 1 - Resolution for PY 2014 Action Plan & Budget.doc](#)  
[Attachment 2 -FY 2015 Proposed Community Development Budget.doc](#)  
[Attachment 3- Plan Development Process Summary.docx](#)  
[Attachment 4 - FY 2015 CDBG Public Service Funding Summary & Recommen](#)  
[Attachment 5 - FY 2015 CDBG Public Facility Funding Summary & Recommen](#)  
[Attachment 6 - 2010 - 2014 Community Development Goals.docx](#)  
[Attachment 7 - 2014 Income Limits.docx](#)  
[Attachment 8 - Map.docx](#)  
[Attachment 9 Community Development Project Descriptions.docx](#)

- 2i. [14-561](#) Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

**Attachments:** [Semi-Annual Report 04.30.docx](#)  
[ImpactFeeAreas Map.jpg](#)  
[LandUse Maps with densities.pdf](#)

- 2j. [14-562](#) Presentation possible action and discussion regarding the annual price agreement with Brazos Paving, Inc. for the purchase of Cement Stabilized Base Rock and Type D Grade Recycled Crushed Concrete Base for an amount not to exceed \$783,000.

**Attachments:** [Brazos Paving.pdf](#)  
[Knife River.pdf](#)

- 2k. [14-563](#) Presentation, possible action and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to remove parking along sections of Davidson Drive, Haverford Road, Kenyon Drive, Los Portales Drive, and Claremont Drive within the University Heights Development.

**Attachments:** [University Heights 2.pdf](#)  
[Parking Removal Ordinance University Heights 7-7-14.docx](#)

- 2l. [14-564](#) Presentation, possible action and discussion of construction contract no. 14-307 with JaCody, Inc. in the amount of \$596,871 for construction of an addition to the East District Maintenance Shop, Project No. PK-1101 and the rejection of bid no. 14-002 for the same project.

**Attachments:** [Project Location Map.pdf](#)

- 2m. [14-569](#) Presentation, possible action, and discussion regarding approval of a resolution ratifying an Event Support Contract Between the City, CVB, Brazos County Expo and the American Quarter Horse

Association and a Joinder Agreement the between the City and CVB, and authorizing the City Manager to approve and execute all additional documents related to the 2014 AQHA Youth World Cup Event.

**Attachments:** [Event Support Contract fully executed](#)  
[Joinder Agreement](#)  
[Resolution v1 clean 07 08 14](#)  
[Events fund submittal001](#)

- 2n.** [14-575](#) Presentation, possible action, and discussion regarding approval of a real estate contract that will authorize the purchase of an easement needed for the FM 2154 Sidewalk Improvements Project and public utilities.

**Attachments:** [Attachment 1 - Project Location Map.pdf](#)  
[Attachment 2 - Easement Acquisition Location Map.pdf](#)

- 2o.** [14-576](#) Presentation, possible action, and discussion regarding the renewal of the award for annual transformer repair and rebuild services to Greenville Transformer Company, Inc. in the amount of \$66,530.46.

**Attachments:** [Bid 13-075 Signed Greenville Transformer - Annual Repair and Rebuild Renew](#)

## Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. 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. Registration forms are available in the lobby and at the desk of the City Secretary.

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. [14-567](#) Public Hearing, presentation, possible action, and discussion regarding amendments to Chapter 12 - Unified Development Ordinance, Article 7 "General Development Standards", Section 12-7.5 D "Prohibited Signs", Section 12-7.5 F "Sign Standards", Section 12-7.5 O "Fuel Price Signs" and Section 12-7.5 CC "Electronic Reader Boards" of the Code of Ordinances regarding sign regulations.

**Attachments:** [Redlines - Gas station signs.pdf](#)  
[Redlines - Electronic Reader Boards.docx](#)  
[UDO Ordinance Amend 7-8-14 .docx](#)

2. [14-568](#) Public Hearing, presentation, possible action, and discussion on Budget Amendment #4 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$224,489 and increase the personnel FTE count by 1.5.

**Attachments:** [BA#4 list B.pdf](#)  
[FY14 Budget Amendment #4 ordinance .pdf](#)

3. [14-565](#) Presentation, possible action and discussion on an ordinance authorizing the issuance of up to \$40,500,000 in principal amount of "City of College Station, Texas Certificates of Obligation, Series 2014"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving

and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject.

**Attachments:** [1. COCS 2014 Debt Issue 5-21-14.pdf](#)  
[Ordinance \(CO\) \(ver 1\).pdf](#)

4. [14-566](#) Presentation, possible action and discussion on an ordinance authorizing the issuance of up to \$38,000,000 in principal amount of "City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2014"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject.

**Attachments:** [1. COCS 2014 Debt Issue 5-21-14.pdf](#)  
[Ordinance \(GO Imp and Ref\) \(ver 1\).pdf](#)

5. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

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 July 24, 2014 at 7:00PM 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 July, 2014 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](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on July 18, 2014 at 5:00p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



## Legislation Details (With Text)

**File #:** 14-578      **Version:** 1      **Name:** Minutes  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 7/15/2014      **In control:** City Council Regular  
**On agenda:** 7/24/2014      **Final action:**  
**Title:** Presentation, possible action, and discussion of minutes for:  
· June 26, 2014 Workshop  
· June 26, 2014 Regular Council Meeting  
**Sponsors:** Sherry Mashburn  
**Indexes:**  
**Code sections:**  
**Attachments:** [WKSHP062614 DRAFT Minutes](#)  
[RM062614 DRAFT Minutes](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:

- June 26, 2014 Workshop
- June 26, 2014 Regular Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
JUNE 26, 2014

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

Blanche Brick  
Steve Aldrich  
Karl Mooney  
John Nichols  
Julie Schultz, via remote  
James Benham, arrived after roll call

**City Staff:**

Kelly Templin, City Manager  
Carla Robinson, City Attorney  
Tanya McNutt, Deputy City Secretary  
Ian Whittenton, Records Management Coordinator

**1. 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 Berry at 4:00 p.m. on Thursday, June 26, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:00 p.m. on Thursday, June 26, 2014 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023.

- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 272<sup>nd</sup> District Court of Brazos County, TX
- Cause No. 13-002978-CV-361, Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., In the 361<sup>st</sup> Judicial District Court, Brazos County, Texas
- Margaret L. Cannon v. Deputy Melvin Bowser, Officer Bobby Williams, Officer Tristan Lopez, Mr. Mike Formicella, Ms. Connie Spence, Cause No. 13 002189 CV 272, In the 272<sup>nd</sup> District Court of Brazos County, Texas
- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District

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

- Legal advice related to issues associated with proposed changes to Chapter 4 “Business Regulations”, Section 4-19 “Rental Registration of Single Family and Duplex Dwelling Units”
- Legal advice regarding the City’s outside legal representation on oil and gas matters

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

- Planning and Zoning Commission

D. Deliberation on economic development negotiations regarding an offer of financial or other incentives for a business prospect; to wit:

- Economic Incentives related to a proposed community-wide private fiber optic broadband network

The Executive Session adjourned at 5:47 p.m.

### **3. Take action, if any, on Executive Session.**

No action was required from Executive Session.

### **4. Presentation, possible action, and discussion on items listed on the consent agenda.**

Items 2g, 2k were pulled for clarification.

**2g:** Troy Rother, Traffic Engineer, gave clarification on the research involved, determination of the necessity, and the process for removing parking.

**2k:** Billy Couch, Assistant Police Chief, gave an explanation of cost, renovation, and the additional utility expected from the expanded lease space from this item.

### **5. Presentation, possible action and discussion regarding the final report of the ITS Master Plan.**

Troy Rother, Traffic Engineer, reported that the plan identified four goals for the traffic signal system; 1) improve safety and mobility; 2) enhance security; 3) increase agency efficiency; and 4) provide a complete communication network to all traffic devices. Recommendations for upgrading and replacing legacy equipment were developed. These recommendations were divided into three phases with expenditures to be spread over multiple years.

Kent Kacir, Kimley-Horn Associates, 12750 Merit Drive, Dallas Tx, gave a presentation on Intelligent Transportation System (ITS). The presentation detailed the function of an ITS, the proposed plan and cost for College Station, and gave examples of similar systems in action.

At 6:25 p.m. the personal computer used in chambers to view Councilmember Shultz went to the logon screen and interrupted the video stream from the Councilmember. Discussion was halted and resumed at 6:26 p.m. when the council's video from member Shultz was restored.

#### **6. Presentation, possible action, and discussion concerning a presentation related to the Safety City program.**

Chris Jarmon, Assistant to the City Manager, introduced a representative from Texas A&M's AgriLife Extension program to give a presentation on the Safety City program to the Council.

Dan Severn, Program Coordinator Texas A&M's AgriLife Extension, gave a presentation on a proposed "Safety City" project. The presentation outlined the problem of preventable injuries in children, the previous Safety City program, the City of Frisco's Safety City, the proposed Brazos Valley Safety City project including proposed planning committee, key partners, site, facility, and future of the project.

#### **7. Presentation, possible action, and discussion regarding the proposed Community Development FY 2015 (PY 2014) Annual Action Plan and Budget.**

Debbie Eller, Director of Community Services, presented the Community Development FY 2015 (PY 2014) Annual Action Plan and Budget to the Council. She stated that the proposed plans were developed using input from a series of public hearings, program committee meetings, and citizen input. The final draft will be presented to Council at the July 24 meeting.

Mayor Berry recessed the workshop at 7:17 p.m.

The Workshop reconvened at 10:10 p.m.

#### **8. Council Calendar**

- **June 27** **Grand Opening Nutrabolt's New Offices at 3891 S. Tradition Drive (Bryan), 6:30 p.m.**
- **July 3** **P&Z Workshop/Regular Meeting in Council Chambers, 6:00 p.m. (Liaison, Blanche Brick)**
- **July 4** **CITY OFFICES CLOSED JULY 4TH**
- **July 7** **Bicycle, Pedestrian & Greenways Advisory Board Meeting in Council**

**Chambers, 3:00 p.m.**

- **July 10 Executive Session/Workshop/Regular Meeting at 4:30, 5:30 & 7:00 p.m.**

Council reviewed the calendar.

**9. Presentation, possible action, and discussion on future agenda items: a Councilmember 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.**

Aldrich requested that staff present on the possible formation of an advisory committee consisting of City stakeholders.

Councilman Nichols asked for a discussion on changing the HPC ordinance regarding the appointment of HPC members to be appointed directly by Council and responsible to Council, but staffed by the Parks Department, which is the current staffing arrangement.

Councilmember Brick would like staff to present a report on Ecigarettes.

**10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.**

Councilmember Aldrich reported on the Planning and Zoning Commission

Councilmember Brick reported that the Transportation and Mobility Committee.

Mooney gave a report on the CVB and sports events coming to the community.

**11. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 10:19 p.m. on Thursday, June 26, 2014.

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Nancy Berry, Mayor

ATTEST:

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Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
JUNE 26, 2014

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

Blanche Brick  
Steve Aldrich  
Karl Mooney  
John Nichols  
Julie Schultz, via remote  
James Benham

**City Staff:**

Kelly Templin, City Manager  
Carla Robinson, City Attorney  
Tanya McNutt, Deputy City Secretary  
Ian Whittenton, 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 Berry at 7:22 p.m. on Thursday, June 26, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

**Citizen Comments**

Royce Hickman and Glenn Brewer, 809 Royal Adelaide, thanked council for their support during a recent trip to Washington D.C. and the Texas Chamber of Commerce Executives Annual Conference held in College Station earlier this week.

Kriss Boyd, 1202 Boyd, wishes to speak on regular item three (3) and will address council during that public hearing.

Ben Roper, 5449 Prairie Dawn Court, came before Council to honor the service and sacrifice of Master Sergeant George Fernandez.

## CONSENT AGENDA

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

- **June 12, 2014 Workshop**
- **June 12, 2014 Regular Council Meeting**

**2b. Presentation, possible action, and discussion regarding award of a contract in the amount of \$192,832 to Avinext Inc., to upgrade cameras and other components of the video surveillance security system at various Water Department facilities.**

**2c. Presentation, possible action, and discussion regarding a change order to the Northgate Parking Garage equipment maintenance agreement with NextGen Parking, formerly ProTech Access, in the amount of \$16,593.**

**2d. Presentation, possible action, and discussion regarding the renewal of annual price agreement 11-031 to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$147,960.**

**2e. Presentation possible action and discussion regarding a semi-annual price agreement with Knife River for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets in the amount not to exceed \$960,000.00.(\$64.00 per ton).**

**2f. Presentation, possible action and discussion on a renewal for the annual purchase of installed Type II, FGSM Hot Mix Asphalt for an amount not to exceed \$526,000.**

**2g. Presentation, possible action and discussion of Ordinance 2014-3580, amending Chapter 10 Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime” of the Code of Ordinances, to remove parking along sections of Caudill Street and Lawyer Street to provide emergency vehicle access along these streets.**

**2h. Presentation, possible action and discussion regarding the approval of a professional services contract (No. 14-157) with Goodwin-Lasiter-Strong, in the amount of \$101,348.12, for the design of sidewalk improvements along Langford Street and Guadalupe Drive.**

**2i. Presentation, possible action, and discussion on a Professional Services Contract with Jones and Carter in the amount of \$81,000.00 for the professional engineering services related to the Luther Street Conceptual Design, in final form as approved by the City Attorney. (Contract #14-322)**

**2j. Presentation, possible action, and discussion regarding ratification of expenses for: temporary employment services for FY13 with Express Services for \$68,164.26, temporary employment services for FY14 to-date with Express Services for \$37,256.50, and temporary employment services for FY14 to-date with Spherion Staffing for \$19,808.75; and approval of FY14 anticipated expenditures with Express Services for \$15,000.00 and Spherion Staffing for \$15,000.**

**2k. Presentation, possible action, and discussion regarding approval of a contingency transfer in the amount of \$47,000 for the outfitting and renovation of Police Department office space in Northgate.**

**2l. Presentation, possible action, and discussion regarding the 2nd of two renewal options of an annual blanket purchase order 12-067 with Boundtree Medical L.L.C. for \$80,000.00 for EMS supplies.**

**2m. Presentation, possible action, and discussion regarding the 2nd reading of Ordinance 2014-3575, amending the existing natural gas franchise ordinance between the City of College Station and Atmos Energy Corporation.**

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

## **REGULAR AGENDA**

**1. Presentation, possible action, and discussion regarding an economic development agreement between the City of College Station and Kalon Biotherapeutics.**

Randall Heye, Economic Development Manager, reported that staff recommends an incentive in the amount of an annually reducing percentage of the City's shared revenue from the Interlocal Cooperation and Joint Development Agreement approved by Council on December 15, 2011. The agreement is conditioned upon the City of Bryan entering into an agreement to grant its portion of the shared revenue received in an estimated amount of not less than \$411,451.39 to Kalon Biotherapeutics. The total incentive will not exceed \$1,093,548.61 over a seven-year period.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Benham the City Council voted seven (7) for and none (0) opposed, to approve an economic development agreement between the City of College Station and Kalon Biotherapeutics. The motion carried unanimously.

**2. Public Hearing, presentation, possible action, and discussion regarding five (5) ordinances (2014-3581; 2014-3582; 2014-3583; 2014-3584; and 2014-3585) vacating and abandoning eleven (11) public utility easement on Lots 1 thru 4, Block 1 of the Chimney Hill Retail Plaza Subdivision according to the plat recorded in Volume 807, Page 543 of the Deed Records of Brazos County, Texas, located at 701 and 715 University Drive East.**

Alan Gibbs, City Engineer, reported these ordinances abandon eleven public utility easements within the Chimney Hill Retail Plaza Subdivision and will accommodate the Chimney Hill re-development. The abandonments are conditioned on a temporary blanket easement being reserved until new easements can be dedicated.

At approximately 7:50 p.m., Mayor Berry opened the Public Hearing.

Natalie Ruiz, IPS Group, 3204 Earl Rudder Frwy, stated that the parties she represents are in favor of these ordinances.

There being no further comments, the Public Hearing was closed at 7:52 p.m.

**MOTION:** Upon a motion made by Councilmember Brick and a second by Councilmember Benham the City Council voted seven (7) for and none (0) opposed, to adopt Ordinances 2014-3581; 2014-3582; 2014-3583; 2014-3584; and 2014-3585, vacating and abandoning eleven (11) public utility easement on Lots 1 thru 4, Block 1 of the Chimney Hill Retail Plaza Subdivision according to the plat recorded in Volume 807, Page 543 of the Deed Records of Brazos County, Texas, located at 701 and 715 University Drive East. The motion carried unanimously.

**3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3586, amending Chapter 4, "Business Regulations", Section 4-19, "Rental Registration of Single Family and Duplex Dwelling Units" of the Code of Ordinances of the City of College Station.**

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and zero (0) opposed, to remove from table, for consideration and discussion on amending Chapter 4, "Business Regulations", Section 4 19, "Rental Registration of Single Family and Duplex Dwelling Units" of the Code of Ordinances of the City of College Station. The motion carried unanimously.

Kelly Templin, City Manager, presented recent information from Texas A&M University related to its lack of housing on expansion on campus, expected housing expansions in the future, and statistics related to the trends and habits of its students in relation to the rental registration program.

Lance Simms, Director of Planning and Development, reported the following changes were incorporated after the June 12 Council meeting:

- An administrative penalty (citation) provision;
- A requirement that a copy of the lease be presented to the administrator for review upon request; and
- An effective date of 45 days after adoption.

He also noted that the requirement for a notarized affidavit has been removed in favor of a strongly worded acknowledgement that will be included on the rental registration form.

Debbie Eller, Director of Community Services, reported to council on the possible violations, fines, method of enforcement, and addition of a civil process for enforcement of the proposed ordinance.

At approximately 8:12 p.m., Mayor Berry opened the Public Hearing.

Rory Cannaday, 903 Munson, provided written comments.

Robert Bednarz, 1101 Marsteller, provided written comments.

Peter Hugill, 904 Francis Drive, provided written comments.

Brian Stagner, 1114 Neal Pickett, provided written comments.

Kriss Boyd, 1202 Ashburn, provided written comments.

Lawrence Hunter, 1116 Ashburn, provided written comments.

Dennis Berthold, 1204 Marsteller, provided written comments.

Russell McGee, 10080 FM 1179, provided written comments.

Nan Crouse, 1107 Ashburn Avenue, provided written comments.

Nancy Plankey-Videla, 1020 Francis Drive, provided written comments.

Suzanne Droleskey, 1109 Ashburn, supports this ordinance and stated that this is not homeowners versus renters but a matter of supporting residential neighborhoods and single family homes.

Jeff Claybrook, 903 Fairveiw, is a member of the Student Government for Texas A&M and spoke against the ordinance and stated that the organization he represents believes that the student body need to be better informed.

Dave Hill, 1113 Ashburn, supports the ordinance but wanted to stress that the construction habits of builders may be encouraging encroachment upon single family neighborhoods.

Katherine Cox, 1107 Walton Drive, provided written comments.

Robert Mackin, 1020 Francis Drive, provided written comments.

Virginia Kettler, 4074 Highway 6 S, stated she believes that this ordinance is overregulation and the current code enforcement cannot enforce the current ordinances. She believes that stronger code enforcement in other areas does a better job to address neighborhood issues and that the cost of the proposed ordinance is too high.

Sherry Ellison, 2705 Brookway, supports the affidavit requirement and funding for additional code enforcement. She is concerned that the City is supporting game-day rentals and would like the language in the ordinance to be well defined.

Quint Foster, 1107 Walton, stated he supports the ordinance. Mr. Foster also submitted written comments.

Wendy and Grant Wolfe, 2924 Camille Drive, provided written comments.

Janet McArdle, 903 Francis Drive, provided written comments.

Thomas McArdle, 903 Francis Drive, provided written comments.

Kathryn June James, 1014 Rose Circle, provided written comments.

Melissa Clinton, 1109 Tyler Court, is a local realtor and states that this ordinance does not address the enforcement issues the City is already having and brings up privacy concerns for her clients. In closing she stated that she does not support the passage of this ordinance and would like to see an ad-hock committee on this issue.

Charles Pinnell, 1013 Lyceum Court, is presenting for Switzer L. Deason, who is concerned with preserving the single family residences to the east and south of the Texas A&M campus. He stated concerns about the appearance of the homes inhabited by renters. Mr. Pinnell also provided written comments by Mr. Deason.

Robert Averyt, 14695 Hwy 30, supports adding more code enforcement officers. He believes that we need more enforcement of our current ordinances and does not agree with the fee for registering the property.

Whitney Ohendalski, 205 Fireside, stated that the changes in the ordinance since the last meeting are encouraging, though it is written vaguely. She supports increased code enforcement to help solve this issue as well as a committee to help address these issues.

Donald Deere, 1500 Frost Drive, leases property and supports increased enforcement as well as the ordinance. He supports the changes in the ordinance since the last meeting and the inclusion of civil penalties but is concerned about privacy issues in sharing information of his tenants.

Patsy Deere, 1500 Frost Drive, supports the ordinance but does not support sharing their renters information

Lisa Jones, 3030 University Drive East Suite 100, asks that the council not pass the ordinance as written based on undue burdens being placed on property managers, possible violations of private property rights, and privacy issues in sharing information of renters.

Linda Harvell, 504 Guernsey, supports the ordinance and additional code enforcement.

Katherine Edwards, 313 Pershing, supports the ordinance believes it will make owners and managers more responsible.

Brad Corrier, 724 Plum Hollow, supports increased code enforcement for all ordinances and believes that stronger enforcement of other property related ordinances would be a more fair solution. He stated that enforcing other property related ordinances effects all types of property owners equally and does not infringe on property and privacy rights.

Kriss Boyd, 1202 Ashburn, supports the proposed ordinance and supports the council being even more proactive in protecting the character of neighborhoods.

Sharlen Duprist, 400 Fairview, attempted to ask a question of council. This is not allowed and she declined to speak further.

Kevin Smith, 1511 Texas Avenue S, is opposed to the ordinance and suggests the council defer action to a later time or decline the ordinance entirely. He suggest the council strike sentence C2, C3, and C4. He believes that the language in the ordinance is too open ended and will allow for future violations of privacy and property rights.

Larry Pritch, 1004 Ashburn, supports the ordinance because he believes that it will support what he feels is positive neighbor integrity and family structure.

Terrance Murphy, 4411 Hearst Court, stated he is a former Aggie student, realtor, investor and home owner who does not support the ordinance but does support additional enforcement. He cites future growth as a reason to keep regulation down and incentives future investment in the community.

Sarah Norman, 1251 Barron Road, is a realtor who does not believe that this ordinance addresses the core issue of enforcing codes already in existence and supports additional code enforcement as a way to address the issues in neighborhoods.

Judith Beckman, 9301 Amberwood Court, stated that she is a property owner whose home has been rendered worthless by the City and does not support the rental registration ordinance in any form because she believes it is discriminatory and violates privacy.

Trent Ownes, 901 Camelia Court, realtor does not support the ordinance and would like to see more enforcement of other codes. He stated that most of the fall leases have already been signed and that the council has time for an ad-hock committee of stakeholders to work towards other solutions than rental registration.

TresWatson, 1208 Walton Drive, provided written comments.

Emre Yurttas, 3108 Pleasant Grove Drive, provided written comments.

There being no further comments, the Public Hearing was closed at 9:13 p.m.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, to adopt Ordinance 2014-3586, amending Chapter 4, "Business Regulations", Section 4-19, "Rental Registration of Single Family and Duplex Dwelling Units" of the Code of Ordinances of the City of College Station as presented by staff.

**MOTION:** Councilmember Benham made a motion to amend the main motion, seconded by Councilmember Aldrich, to adopt Ordinance 2014-3586, amending Chapter 4, "Business Regulations", Section 4-19, "Rental Registration of Single Family and Duplex Dwelling Units" of the Code of Ordinances of the City of College Station, striking the language contained in the proposed Section 4-19(C)(2) and (C)(3) from the ordinance.

**MOTION:** Upon a restatement of the previous motion to amend made by Councilmember Benham, seconded by Councilmember Aldrich, City Council voted three (3) for and four (4) opposed, with Councilmembers Berry, Brick, Nichols, and Mooney voting against, to amend the main motion to adopt Ordinance 2014-3586, amending Chapter 4, "Business Regulations", Section 4-19, "Rental Registration of Single Family and Duplex Dwelling Units" of the Code of

Ordinances of the City of College Station, striking the language contained in the proposed Section 4-19(C)(2) and (C)(3) and replacing with the language from the current Section 4-19(B)(1)(e) and (B)(1)(f). The motion failed.

**MOTION:** Taking action on the main motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted six (6) for and one (1) opposed, with Councilmember Benham voting against, to adopt Ordinance 2014-3586, amending Chapter 4, "Business Regulations", Section 4-19, "Rental Registration of Single Family and Duplex Dwelling Units" of the Code of Ordinances of the City of College Station as presented by staff. The motion carried.

**4. Presentation, possible action and discussion regarding appointments to the following boards and commissions:**

- **Planning and Zoning Commission**

A motion was made by Councilmember Benham, seconded by Councilmember Aldrich, city council voted seven (7) for none (0) opposed to make the following appointment to the Planning and Zoning Commission:

- Rick Floyd

**5. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 10:10 p.m. on Thursday, June 26, 2014.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary



## Legislation Details (With Text)

**File #:** 14-543      **Version:** 1      **Name:** Annual Fit Life Agreement 2014  
**Type:** Agreement      **Status:** Consent Agenda  
**File created:** 6/13/2014      **In control:** City Council Regular  
**On agenda:** 7/24/2014      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding the annual Agreement between City of College Station and Texas A&M University for the Fitlife testing of all Fire Fighters for the cost of \$54,820.  
**Sponsors:** Eric Hurt  
**Indexes:**  
**Code sections:**  
**Attachments:** [FitLife Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the annual Agreement between City of College Station and Texas A&M University for the Fitlife testing of all Fire Fighters for the cost of \$54,820.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

### Recommendation(s):

Staff recommends approval of this agreement with Texas A&M University.

**Summary:** Annually the Fire Department conducts a thorough medical evaluation of all uniform personnel to ensure that no serious medical conditions exist that would make it unsafe for them provide services as a fire fighter. This testing in the past has found serious health problems that could have resulted in the death or incapacitation of a fire fighter while performing strenuous duties. This proactive testing has saved lives in past years. The testing is comprehensive involving many aspects of health and wellness. Testing includes blood work, chest X-rays, a maximal graded cardiac stress test, strength and conditioning evaluations, bone density scans and spirometry testing.

### Budget & Financial Summary:

Funds are currently budgeted in the Fire Department budget account #001-4251-562-4170.

### Attachments:

Copy of Sponsored Services Agreement

## SPONSORED SERVICES AGREEMENT

This Sponsored Services Agreement ("Agreement") is between Texas A&M University, a member of The Texas A&M University System and an agency of the State of Texas ("TAMU"), and the City of College Station, Texas a Texas Home Rule Municipal Corporation ("CITY").

The services contemplated under this Agreement are of mutual interest and benefit to TAMU and CITY and will further the instructional and technical objectives of TAMU in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

1. **STATEMENT OF WORK.** TAMU agrees to use reasonable efforts to perform the services ("Services") described in the Statement of Work appended and incorporated as Appendix A.
2. **SERVICES SUPERVISOR.** The Services will be supervised by Dr. Stephen Crouse, Dr. Steven Martin, or Dr. John Green. If for any reason they are unable to continue to serve as Services Supervisor, TAMU will give CITY notice as soon as is reasonably practical. If TAMU and CITY cannot agree on a successor within 30 days of the notice, this Agreement will terminate and TAMU will be paid for all costs and non-cancellable commitments incurred prior to the date of termination.
3. **PERIOD OF PERFORMANCE.** TAMU will conduct the Services during the period of July 1, 2013 through April 31, 2015 and may be renewed by the written mutual consent of the parties.
4. **PRICE AND PAYMENT.** As consideration and compensation for performance under this Agreement the CITY agrees to pay TAMU an amount not to exceed **FIFTY FOUR THOUSAND, EIGHT HUNDRED TWENTY DOLLARS (\$54,820)**. CITY agrees to pay TAMU in accordance with the rates in Appendix A. CITY must remit payment to TAMU within 30 days of receipt of TAMU invoices. Invoices will be sent to the address listed in Article 17.
5. **PUBLICITY.** CITY must not use the name TAMU, or the names of TAMU employees, in any publicity, advertising, or sales literature without prior written consent obtained from TAMU in each case. TAMU will have the right to acknowledge CITY, the Project Director, the nature of the Services, and the dollar value of the Agreement in TAMU records and reports in addition to any other information that is required to be disclosed in response to a public information request submitted pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.
6. **TERMINATION.** This Agreement may be terminated by either party upon 30 days written notice. In the event of termination, TAMU will be reimbursed for all costs and non-cancelable commitments incurred prior to the date of termination.
7. **DISCLAIMER OF LIABILITY.** TAMU MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED IN CONNECTION WITH THE SERVICES FURNISHED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, OR THAT USE OF SERVICE-MATERIALS OR MODIFICATION OF SUCH MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.
8. **FORCE MAJEURE.** Except for the obligation for the payment of money, if either party fails to fulfill its prescribed obligations, when such failure is due to an act of God or other circumstance beyond its reasonable control, then such failure will be excused for the duration of such event and for such a time thereafter as is -- reasonable to enable the parties to resume performance under this Agreement.

9. **ENTIRE REPRESENTATION.** This Agreement contains the entire agreement between the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of the Agreement. No amendments or modification of this Agreement will be effective unless set forth in writing executed by duly authorized representatives of each party. This Agreement will be construed in accordance with the laws of the State of Texas.
10. **WAIVER.** No waiver of any provision, right, or remedy of this Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy will constitute a waiver of any right or remedy, or its exercise in the future.
11. **ASSIGNMENT.** This Agreement may not be assigned in whole or in part by any of the parties without prior written consent of the other party.
12. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability will not affect the balance of this Agreement.
13. **NON-WAIVER.** TAMU is an agency of the State of Texas and nothing in this Agreement waives or relinquishes TAMU's right to claim any exemptions, privileges, or immunities as may be provided by law. CITY is a Texas Home Rule Municipal Corporation and nothing in this Agreement waives or relinquishes CITY's right to claim any exemptions, privileges, or immunities as may be provided by law.
14. **GOVERNING LAW.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
15. **VENUE.** Venue of any legal action or proceeding will be in Brazos County, Texas
16. **EXPORT ADMINISTRATION.** CITY certifies that the work to be conducted under this Agreement and any exchange of technical data, computer software, or other commodities shall be conducted in full compliance with the export control laws of the United States.
17. **NOTICE.** Any notice required to be given in connection with this Agreement must be in writing and will be deemed effective if hand delivered, or if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day delivery, addressed to the respective party at its address provided below. If sent by U.S. certified mail in accordance with this Section, such notices will be deemed given and received on the earlier of (a) actual receipt at the address of the named addressee, or (b) on the third business day after deposit with the United States Postal Service. Notice given by any other means will be deemed given and received only upon actual receipt at the address of the named addressee.

<p><b>TAMU:</b></p> <p>Beth Milam  Sponsored Research Services  The Texas A&amp;M University System  400 Harvey Mitchell Parkway South, Suite 300  College Station, Texas 77845-4375  Telephone: 979-845-4904  Fax: 979-862-3250  Email: <a href="mailto:bmilam@tamus.edu">bmilam@tamus.edu</a></p>	<p><b>CITY:</b></p> <p>Kelly Templin  City Manager  City of College Station  PO Box 9960  College Station, TX 77842  Tel: 979-764-3510  Fax: 979-764-3403  Email: <a href="mailto:ktemplin@cstx.gov">ktemplin@cstx.gov</a></p>
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This Agreement is effective as of the date executed by the last party to sign.

**Texas A&M University**

**City of College Station**

By: Katherine V. Kissmann  
Katherine V. Kissmann <sup>GAAM</sup>  
Director, Contracts and Grants

By: \_\_\_\_\_  
Kelly Templin  
City Manager

Date: 10.10.14

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Director Business Services  
Date: \_\_\_\_\_

## Appendix A

The purpose of this document is to provide the City of College Station Fire Department with a description of the various types of testing procedures offered by the Applied Exercise Science Laboratory. A detailed breakdown of our Cardiovascular Health Profile (CHP) and Coronary Risk Profile (CRP) are provided. In addition to this description, we have provided a "menu-type" listing of additional tests along with our current pricing options for those services. The pricing options listed within this document are valid for any testing completed between the 1st day of July and the 30th day of April 2015.

The City of College Station Fire Department has the option of "picking and choosing" from the variety of testing options presented throughout this document. The options chosen by the City of College Station Fire Department will depend on their budget and/or preferences for that particular testing year.

### "Cardiovascular Health Profile" (CHP) will consist of the following components:

- Pre-Exercise physical exam conducted by a physician for all individuals tested. Physician will be present for cardiovascular stress test for all male participants over the age of 45 and females over the age of 55. Individuals of any age with two or more significant cardiovascular disease risk markers will also be seen by a physician, and a physician will be present during the graded exercise test. A physician will be present during the exercise test and provide post-test interpretation of results.
- In-Depth Medical Health History
- Selected Laboratory Tests
  - \*Cholesterol
  - \*HDL
  - \*Triglycerides
  - \*Glucose
  - \*Selected Liver and Kidney Enzymes
  - \*Electrolytes
- Lung Function Assessment
- Physical Fitness Evaluation
  - \*Symptom-Limited Maximal Graded Exercise Test (Treadmill/Bike)
  - \*Resting and Exercise 12-Lead Electrocardiogram
  - \*Resting and Exercise Blood Pressure
  - \*Estimated Oxygen Uptake and Endurance Capacity
  - \*Body Composition Estimate (Skinfolds and/or DEXA)
  - \*Low Back Flexibility Testing
  - \*Muscular Strength and Endurance
- In-Depth Individualized Written Report
  - Presented to the individual test client. All records pertaining to the individual report are confidential and will be released only after written authorization is received from the individual client.
- Written Statistical Group Data Analysis and Summary of Results presented to City

### "Coronary Risk Profile" (CRP) will consists of the following components:

- In-Depth Medical Health History
- Selected Laboratory Tests:
  - Cholesterol
  - HDL-Cholesterol
  - Triglycerides

Glucose  
Selected Liver and Kidney Enzymes  
Electrolytes

- Resting Blood Pressure
- Resting Pulse
- Resting 12-Lead Electrocardiogram
- Strength and Flexibility
- Skinfold Assessment of Body Composition plus height & weight
- Individualized Written Reports
- Group Consultation (If requested)
- Written Statistical Data Analysis and Summary of Results presented to City

The Applied Exercise Science Laboratory will adhere to the guidelines for exercise testing and prescription of the American College of Sports Medicine. Testing will be terminated in compliance with the American College of Sports Medicine indications for stopping an exercise test unless otherwise directed by the cardiologist or the testing supervisor present. The physician or testing supervisor will make all such decisions. The Applied Exercise Science Laboratory will provide all testing equipment, facilities testing personnel, supervising physician, blood analysis and resource materials required for testing.

### CHP (Cardiovascular Health Profile)

# OF EMPLOYEES	PRICE
1 - 45	\$285.00 per person
46 - 65	\$275.00 per person
66 - 99	\$265.00 per person
≥100	\$255.00 per person

### Cardiovascular Health Profile (CHP) without the Exercise Stress Test

# OF EMPLOYEES	PRICE
all	\$150.00 per person

### Coronary Risk Profile (CRP)

# OF EMPLOYEES	PRICE
all	\$75.00 per person

### Additional Tests

Blood work only (Without CHP or CRP, no limit)	\$35.00 / person
Complete Blood Count (CBC)	\$10.00 / person
PSA Test (Recommended for males over 40 years of age)	\$30.00 / person
Hemoglobin A1c (Diabetes Screen)	\$25.00 / person
Hepatitis C Antibody Screen	\$35.00 / person
RBC – Cholinesterase (Chemical Exposure Marker)	\$45.00 / person

### Additional Tests

Chest X-Ray (1 view)	\$70.00 / person
Chest X-Ray (2 views)	\$115.00 / person
Audiometric Examination	\$35.00 / person
Visual Acuity w/Color	\$35.00 / person
Respirator Evaluation	\$10.00 / person
Hep-B Titer	\$60.00 / person
Hep-B Series (per shot, 3 shot series)	\$78.00 / person

<b>Tetanus Vaccination</b>	<b>\$92.00 / person</b>
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**COLLEGE STATION FIRE DEPARTMENT FITLIFE TESTING ESTIMATES**

127 Full Cardiovascular Health Profiles (CHP) x \$255	= \$32,385
8 Cardiovascular Health Profile (CHP) w/o Exercise Stress Test x \$30	= \$1,200
135 Complete Blood Count (CBC) x \$10	= \$1,350
132 PSA Test x \$30	= \$3,960
135 Chest X-Ray (2 views) x \$115	= \$15,525
16 Hep-B Titer x \$25	= \$400

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**TOTAL \$54,820**



Legislation Details (With Text)

<b>File #:</b>	14-548	<b>Version:</b>	1	<b>Name:</b>	Exception to Policy for Sewer Service to Mrs. Butenko
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	6/19/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding a resolution to allow an exception to policy to allow Mrs. Joanna Butenko to construct sewer infrastructure necessary to connect her home to the City sewer system.				
<b>Sponsors:</b>	David Coleman				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Policy.pdf</a> <a href="#">Request Letter.pdf</a> <a href="#">Map.pdf</a> <a href="#">Resolution.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a resolution to allow an exception to policy to allow Mrs. Joanna Butenko to construct sewer infrastructure necessary to connect her home to the City sewer system.

Relationship to Strategic Goals:

- Core Services and Infrastructure

**Recommendation:** Staff recommends approval of a Resolution granting exception to Policy

**Summary:** City Policy states that the City typically will not provide sewer service outside the City limits nor outside the City’s sewer certificated service area, except under certain circumstances (see attached Policy). Exceptions are allowed for three cases, one of which is for health and safety reasons. The health and safety of all the area residents is much better served by having homes connected to the City sewer system, rather than being served by an on-site sewage facility that sprays treated water in their yard. For this reason, all previous requests from single family home owners to connect to City sewer have been approved by City Council.

Mrs. Joanna Butenko has requested City sewer service for her existing home in the Royder Ridge subdivision, at 4300 LedgeStone Trail. Her request letter and a location map of this property are attached. This home is outside the City limits, and outside City’s certificated sewer service area (CCN), but it is within the City’s extra-territorial jurisdiction (ETJ). The home owner has consented to be included in the City’s CCN in the future, and will bear all infrastructure cost for connecting to the City system. The City does have the legal right to provide sewer service in this area.

The service plan for the Wellborn annexation included a gravity sewer line along Live Oak and Royder Roads, which is now under construction and is located adjacent Mrs. Butenko's property. Her requested connection to the City sewer line is fully feasible and there is plenty of capacity.

Staff recommends approval of this request for an exception to City Policy by Resolution.

**Budget & Financial Summary:** City funds are not required to execute this project.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

- Policy
- Letter
- Map
- Resolution

RESOLUTION NO. 2-9-2006-13,04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN OFFICIAL POLICY REGARDING THE EXTENSION OF WATER AND SEWER UTILITY SERVICES TO PROPERTIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, The City Council of the City of College Station adopted its current Comprehensive Plan in 1997, that includes *Section 2.09 Utility Goals and Objectives*; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 2.1* that states "Water service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 3.1* that states "Sewer service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity wastewater is pending in certain parts of the City's Extraterritorial Jurisdiction in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, under State law cities have no land use control authority beyond the City Limits; now, therefore,

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

PART 1: That the City Council hereby approves this resolution adopting a policy stating that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that service.

PART 2: That the City Council hereby requires that if the extension of service to a property is requested that is outside the City Limits of College Station, the Developer will extend utility service to the property under the supervision of City Staff and based on construction plans approved by the City Engineer. All construction will be in accordance with the fire code, TCEQ, and the City Subdivision Ordinance, whichever is more restrictive. The cost of the extension

of utility service will be borne solely by the Developer. Any upgrades in infrastructure required to meet fire, pressure, and/or TCEQ rules will be completed by the Developer at their expense. In the event of future connections to the utility service by other Subdivisions or Developers the original Developer will be reimbursed a prorated share based on calculations and methodology established within Chapter 11, Section 3: Water and Sewer Main Extension Policies. The cost shall be determined based on the point of connection of the new development.

If a developer determines that circumstances require that a package sewage treatment plant facility is appropriate, the cost and construction of such shall be borne by the developer and dedicated to the City for operation and maintenance. At such time that sewer lines can be extended by the City (or other new developments in the vicinity) to serve an area being served by a package plant, the facility shall be abandoned and removed at the City's discretion.

PART 3: That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases:

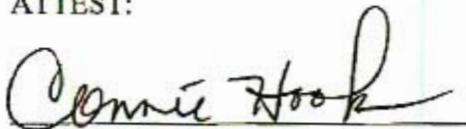
- for other governmental agencies through an inter-local agreement,
- for the purpose of economic development; or
- for health and safety reasons

PART 4: That the City Council hereby establishes an annexation policy and program to incorporate affected areas in a manner that sufficiently addresses planning and development issues for these utility systems.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 9th day of February, 2006.

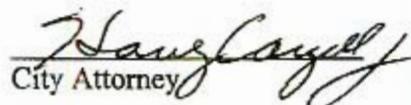
ATTEST:

  
CONNIE HOOKS, City Secretary

APPROVED:

  
RON SILVIA, Mayor

APPROVED:

  
City Attorney

May 22, 2014

Mr. David Coleman

Water Services Department

P.O.Box 9960

College Station, TX 77842

SUBJECT: CITY OF COLLEGE STATION APPROVAL FOR SEWER CONNECTION.

I am writing to request approval of a wastewater tap connection to the Royder Road line which has an expected completion date of February 2015 and is located next to my lot at 4300 Ledgestone Trail ( I have attached pictures ). The City of College Station's gravity sanitary main is located several feet from our home off of the 12" sewer line being build along Royder Road.

I understand that I am responsible for the following items:

- Connection shall be used for only my home and will not be subdivided in the future.
- Connection will require payment of the current City of College Station service/tap fees.
- Cost of Connection to the City of College Station's wastewater tap will be my responsibility.

I understand that the timing of the connection to the wastewater line is dependent upon the acceptance of the City of College Station's Water Services Department and City Council approval.

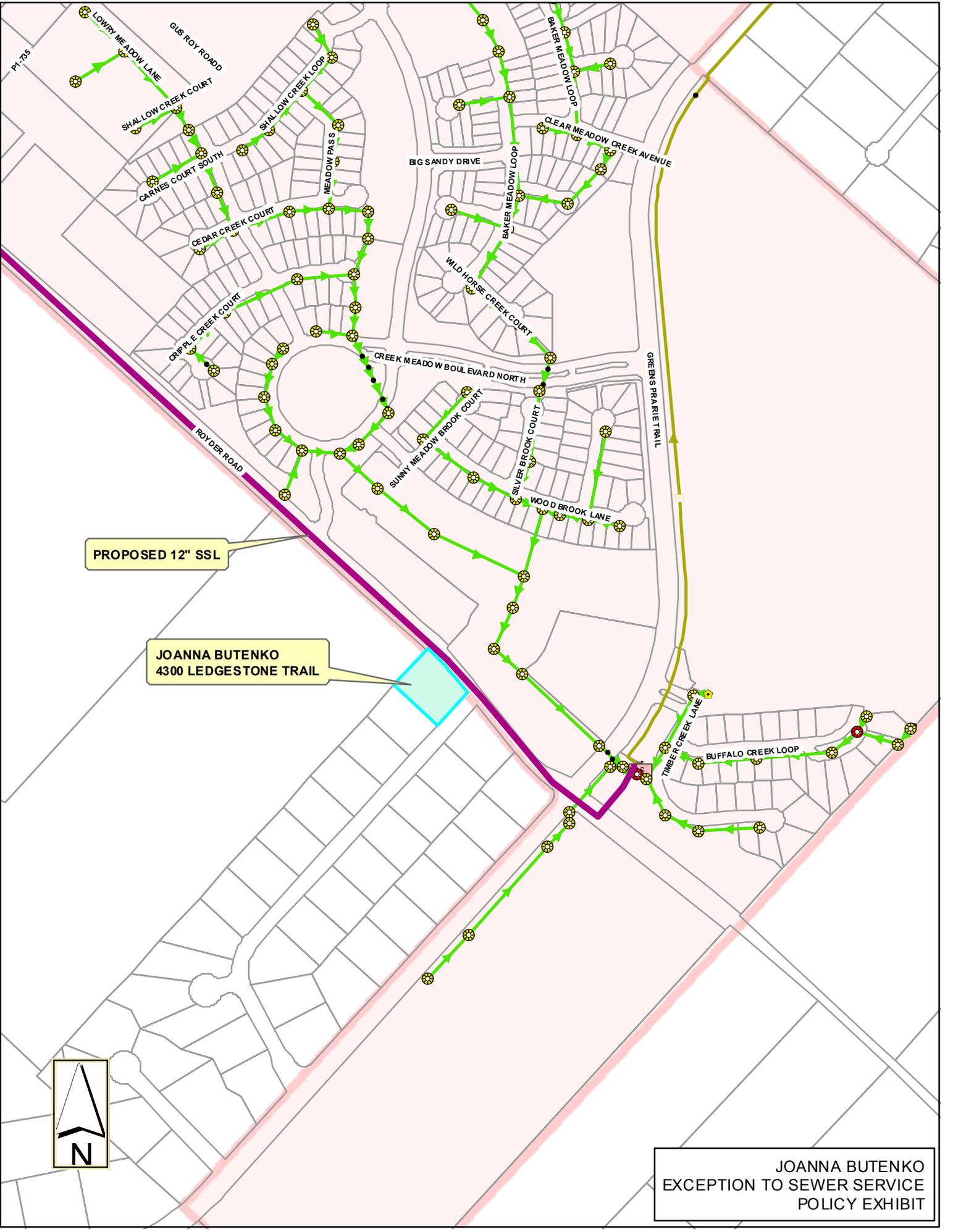
We appreciate your consideration and would like to thank you for taking your time to read this request form. We have lived in the same home since moving to College Station and our family is actively involved in College Station's community. My husband's works for the university and I have a local business in the City of College Station.

Sincerely,

  
Joanna Butenko

4300 Ledgestone Trail

College Station, Texas 77845



PROPOSED 12" SSL

JOANNA BUTENKO  
4300 LEDGESTONE TRAIL



JOANNA BUTENKO  
EXCEPTION TO SEWER SERVICE  
POLICY EXHIBIT

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN EXCEPTION TO THE CITY'S UTILITY EXTENSION POLICY TO ALLOW THE EXTENSION OF SEWER UTILITY SERVICES TO MRS. JOANNA BUTENKO OF 4300 LEDGESTONE TRAIL, WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

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

WHEREAS, Mrs. Joanna Butenko, home owner of 4300 Ledgestone Trail, has requested an exception to the City's Utility Extension Policy for her home, located in the Estates of Royder Ridge development in the City's ETJ; and

WHEREAS, the home owner of 4300 Ledgestone Trail has consented to be included in the City's CCN, bearing all infrastructure costs necessary for connecting to the City's sewer system; and

WHEREAS, removal of the existing on-site sewer facility and spray field at 4300 Ledgestone will improve the health and safety of area residents; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; now, therefore,

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

PART 1: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility services available to the home of Mrs. Joanna Butenko, 4300 Ledgestone Trail, College Station, Texas, based on improving the health and safety of the residents in the City's ETJ.

PART 2: That the City Council hereby requires that Mrs. Butenko extend sewer utility service to her home, as provided in the City's Utility Extension Policy.

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

Page 2

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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



Legislation Details (With Text)

**File #:** 14-553      **Version:** 1      **Name:** Substation Equipment Purchase  
**Type:** Bid Award      **Status:** Consent Agenda  
**File created:** 6/25/2014      **In control:** City Council Regular  
**On agenda:** 7/24/2014      **Final action:**  
**Title:** Presentation, Possible action, and discussion on a bid award for the purchase of electrical substation equipment to Wesco Distribution for \$23,898 and ratify the purchase order issued to Alstom Grid for \$29,100, and for a total award amount of \$52,998.  
**Sponsors:** Timothy Crabb  
**Indexes:**  
**Code sections:**  
**Attachments:** [Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, Possible action, and discussion on a bid award for the purchase of electrical substation equipment to Wesco Distribution for \$23,898 and ratify the purchase order issued to Alstom Grid for \$29,100, and for a total award amount of \$52,998.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends award to the lowest responsible and compliant bidders who meet the City's Specifications.

Item A1:	Alstom Grid	\$29,100.00
Item B1:	Wesco Distribution	\$23,898.00

Summary:

Six (6) sealed competitive bids were received and opened on June 5, 2014 at 2:00 PM. After reviewing the bids, staff determined that several bids did not meet the City's specifications, and were therefore considered non-compliant. The recommended awards are from the remaining bids which were deemed as compliant. The status of the bids were as follows:

1. Preister-Mell & Nicholson - Compliant
2. Alstom Grid - Compliant
3. Instrument Transformer Equipment - Non-Compliant: (FOB Factory) & 30 day quote
4. Emek Electric- Non-Compliant: Non- NAFTA
5. Wesco Distribution- A1 Bid: Non-Compliant, B1 Bid: Compliant

The 145 kV CTs (current transformers) are to replace 27 MVAR Capacitor Bank CTs that failed at Greens Prairie Substation on April 29, 2014. Due to the long delivery lead time (20 weeks) for the transformer, staff felt it was necessary to order this equipment as soon as possible. The 15 kV distribution substation breaker is to replace a breaker that was damaged on May 12, 2014 due to wildlife contact.

**Budget & Financial Summary:**

Funds are currently budgeted in the Electric Capital Improvement Projects Fund.

**Attachments:**

Bid Tabulation No. 14-064



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-064**  
**"Purchase of Electrical Substation Equipment"**  
**Open Date: Thursday, June 5, 2014 @ 2:00 p.m.**

Item	Qty	Description	Priester-Mell & Nicholson, Inc.	ALSTOM Grid, Inc	Instrument Transformer Equipment Corp.	Emek Electric c/o UAI	Wesco Distribution	Wesco Distribution	
A1	3	Current Transformer	Manufacturer	Trench	ALSTOM Grid, Inc	Instrument Transformer Equipment Corp.	Emek	ABB	
			Catalog No.	IOSK145	OSKF145	CA06500400TC49	54815	L950400DAAAE	
			Delivery Time	20-22 weeks	18-20 weeks ex factory ARO	16-18 weeks ARO	6 months ARO (24 weeks)	13-14 weeks	
			Unit Price	\$10,257.00	\$9,700.00	\$8,171.00	\$7,580.66	\$10,760.00	
			<b>Total Price</b>	<b>\$30,771.00</b>	<b>\$29,100.00</b>	<b>\$24,513.00</b>	<b>\$22,741.98</b>	<b>\$32,280.00</b>	
B1	1	Distribution Circuit Breaker	Manufacturer	No Bid	No Bid	No Bid	No Bid	ABB	ABB
			Catalog No.					MB11130CCMH5KMZ410	MB11130CCMH5KMZ402
			Delivery Time					15-16 weeks	15-16 weeks
			Unit Price					\$24,193.00	\$23,898.00
			<b>Total Price</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$24,193.00</b>	<b>\$23,898.00</b>
<b>Award Amount</b>				<b>\$29,100.00</b>				<b>\$23,898.00</b>	
Exceptions					*Para 5. Fiber optic terminal plate and box to be provided by others. *Shipping FOB Factory *Pricing held for 30 days  City Note: Not recommended for award due to exceptions taken to shipping costs and pricing term length.	* Manufactured in Turkey. Does not meet City's specifications.	*A1 - Take exception to the galvanized hardware. All hardware will be stainless steel. *A1 - ABB will not be responsible for any cost associated with installation/ removal/ field labor/ etc. (In and out charges) related to warranty repairs. *A1 - This model along with a specific support strand is seismic qualified to IEEE 693-2005 Level moderate via Dynamic Analysis. * A1 - Manufactured in Sweden. Does not meet City's Specifications.	*Duplicate style number as an alternate. New number includes the Electros switch as the main offering *Each unit will come with the ED2.0 Board, part #1B09551G02 as an extra spare.	



Legislation Details (With Text)

**File #:** 14-555      **Version:** 1      **Name:** Replacement Parts for Refuse Truck Equipment  
**Type:** Agreement      **Status:** Consent Agenda  
**File created:** 6/27/2014      **In control:** City Council Regular  
**On agenda:** 7/24/2014      **Final action:**

**Title:** Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of parts and repair services for City refuse trucks from Heil of Texas. Contract pricing for parts and labor are available from Heil of Texas through the BuyBoard Purchasing Cooperative (Contract #425-13). The estimated annual expenditure for parts and repair services for refuse trucks is \$60,000.

**Sponsors:** Donald Harmon

**Indexes:**

**Code sections:**

**Attachments:** [BuyBoard - Heil Pricing.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of parts and repair services for City refuse trucks from Heil of Texas. Contract pricing for parts and labor are available from Heil of Texas through the BuyBoard Purchasing Cooperative (Contract #425-13). The estimated annual expenditure for parts and repair services for refuse trucks is \$60,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of an annual blanket purchase order to purchase parts and repair services from Heil of Texas through the BuyBoard contract.

**Summary:** Annual blanket purchase orders issued to Heil of Texas over the past five (5) years have not exceeded \$50,000; however, it is estimated that \$60,000 should be sufficient for the coming year based on the average amount spent on replacement parts and repairs since July 2013. Parts and repairs are necessary for various refuse trucks with side, front and rear loading bodies and dump bodies.

Purchases for captive replacement parts and components for Heil refuse equipment are exempt from competitive bidding; however, discounted parts and services are available through the BuyBoard Purchasing Cooperative. Products and services offered through BuyBoard contracts have been subjected to either the competitive bid or competitive proposal format based on Texas statutes under the Local Government Code Chapter 252.

**Budget & Financial Summary:** Funds are budgeted and available in the Fleet Maintenance Account.

Attachments:

1. BuyBoard Price Sheets

# The Local Government Purchasing Cooperative

For the Period 10/1/2013 to 9/30/2016

## Recommended Award Report for Refuse Bodies, Trailers & Other Bodies #425-13

<i>106</i> Concrete Mixer, Truck Mounted, 10 yard			
<b>Vendor</b>	<b>Vendor Brand and Model Number</b>	<b>Bid Price</b>	<b>Award</b>
Freightliner of Austin	Beck Industrial, 10 yd	\$31,190.00	Yes
Longhorn International Trucks, LTD	Continental Low Profile Paver 10 1/2 yd	\$35,360.00	Yes

<i>107</i> Concrete Mixer, Truck Mounted, 11 yard			
<b>Vendor</b>	<b>Vendor Brand and Model Number</b>	<b>Bid Price</b>	<b>Award</b>
Freightliner of Austin	Beck Industrial, 11 yd	\$32,790.00	Yes
Longhorn International Trucks, LTD	Continental Bridge Saver Paver 11 yd	\$53,395.00	Yes

<i>108</i> Concrete Mixer, Truck Mounted, 12 yard			
<b>Vendor</b>	<b>Vendor Brand and Model Number</b>	<b>Bid Price</b>	<b>Award</b>
Freightliner of Austin	Beck Industrial, 12 yd	\$34,180.00	Yes

<i>114</i> Hourly Labor Rate for: Repair/Service of all Equipment			
<b>Vendor</b>	<b>Vendor Brand and Model Number</b>	<b>Bid Price</b>	<b>Award</b>
Bridgeport Trucks Mfg.	Hourly Labor Rate for Repair/Service of all Equipment	\$55.00	Yes
Waste Concepts, Inc.	Hourly Labor Rate for Repair/Service of all Equipment	\$65.00	Yes
Heil of Texas (Texan Waste Equipment Inc.)	Hourly Labor Rate for Repair/Service of all Equipment	\$85.00	Yes
Magnum Trailers	Hourly Labor Rate for Repair/Service of all Equipment	\$90.00	Yes
Bee Equipment Sales, Ltd.	Hourly Labor Rate for Repair/Service of all Equipment (plus \$2.00 per mile)	\$95.00	Yes
Freightliner of Austin	Hourly Labor Rate for Repair/Service of all Equipment	\$98.00	Yes
Texas Municipal Equipment, LLC	Hourly Labor Rate for Repair/Service of all Equipment	\$100.00	Yes
Longhorn International Trucks, LTD	Hourly Labor Rate for Repair/Service of all Equipment	\$102.00	Yes
Grande Truck Center	Hourly Labor Rate for Repair/Service of all Equipment	\$125.00	Yes

# The Local Government Purchasing Cooperative

For the Period 10/1/2013 to 9/30/2016

Recommended Catalog Award Report for Refuse Bodies, Trailers & Other Bodies #425-13

115 Discount (%) Off Catalog/Pricelist for: Repair Parts

<b>Vendor</b>	<b>Vendor Catalog Info</b>	<b>Percent Discount</b>	<b>Award</b>
Bee Equipment Sales, Ltd.	Bee Equipment pricelist	0%	Yes
Bridgeport Trucks Mfg.	Bridgeport pricelist	10%	Yes
Freightliner of Austin	Freightliner of Austin pricelist	0%	Yes
Grande Truck Center	Grande Truck Center pricelist	0%	Yes
Longhorn International Trucks, LTD	Longhorn International Trucks pricelist	0%	Yes
Heil of Texas (Texan Waste Equipme	Texan waste Equipment pricelist	11%	Yes
Texas Municipal Equipment, LLC	www.texasmunicipalequipment.com	2%	Yes



## Legislation Details (With Text)

<b>File #:</b>	14-557	<b>Version:</b>	1	<b>Name:</b>	HSC Parkway Landscape Maintenance ILA
<b>Type:</b>	Agreement	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	6/27/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action and discussion regarding an interlocal agreement between the City of College Station and the City of Bryan for landscape maintenance services on Health Science Center (HSC) Parkway between Turkey Creek Road and SH 47.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">HSC Parkway Landscape Maintenance ILA.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding an interlocal agreement between the City of College Station and the City of Bryan for landscape maintenance services on Health Science Center (HSC) Parkway between Turkey Creek Road and SH 47.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: On December 15, 2011, the cities of College Station and Bryan signed an Interlocal Cooperation and Joint Development Agreement (ILA) that outlined understandings and obligations with respect to certain infrastructure projects and a joint economic development program known as the Joint Research Valley Bio-Corridor Development Project.

The ILA outlines that both cities will be responsible for maintenance of the landscaping within their respective cities. For a more uniform look along HSC Parkway between SH 47 and Turkey Creek Road, both cities would like to have the same contractor do the landscape maintenance. The current estimate for landscaping maintenance is \$18,000.

Budget & Financial Summary: The funding for this landscape maintenance will be from the Public Works Streets Maintenance Fund.

### Attachments:

1. HSC Parkway Landscape Maintenance ILA



**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BRYAN AND  
THE CITY OF COLLEGE STATION  
FOR RIGHT OF WAY MOWING AND LANDSCAPING SERVICES  
ALONG THE HSC PARKWAY LOCATED WITHIN THE BOUNDARIES OF BOTH BRYAN  
AND COLLEGE STATION.**

This Interlocal Agreement (“Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Bryan, a Texas Home Rule Municipal Corporation, (hereinafter referred to as “Bryan”) and the City of College Station, a Texas Home Rule Municipal Corporation, (hereinafter referred to as “College Station”) each acting herein by and through its City Council, to establish the terms and compensation for right-of-way mowing and landscaping services along the Health Science Center Parkway (“HSC Parkway”) located within the municipal boundaries of Bryan and College Station.

**RECITALS**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, Bryan and College Station desire to participate in the mowing of a certain right-of-way located within the municipal boundaries of both Bryan and College Station, along the HSC Parkway starting at Turkey Creek and ending at the intersection of the right-of-way of HSC Parkway and HWY 47; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. Services. Bryan agrees to provide mowing and landscaping services for the right-of-way along HSC Parkway within the municipal boundaries of College Station through Bryan’s mowing contract with Rios Tree Service, Inc. (hereinafter “Contractor”). The scope of work and annual schedule of services is attached hereto as Exhibit “A”.
2. Reimbursement for Services. Bryan will invoice College Station every six (6) months, and College Station shall reimburse Bryan within thirty (30) days of the date on which the bill is received by College Station for payment.
3. Term. The term of this Contract will begin on the date this Contract is signed by all required parties and shall be in full force and effect until one year from the anniversary date hereof. Thereafter, this Agreement shall automatically renew for one (1) additional one year term, subject to termination by either party upon thirty (30) days written notice.
4. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any

party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

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

6. Termination - Notice. Either party may terminate this Contract at any time upon thirty (30) days written notice to the other party.

7. **Governmental Immunity and Hold Harmless**. Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.

8. Consent to Suit. Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law

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

CITY OF COLLEGE STATION:

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

CITY OF BRYAN:

City Manager  
City of Bryan  
P.O. Box 1000  
300 South Texas Avenue  
Bryan, Texas 77803

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

11. Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

12. No Warranties. Bryan as the entity providing the services through its Contractor states that it offers no warranties of any kind expressed or implied, including but not limited to fitness for use.

13. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary

to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

14. Force Majeure. With the exception of reimbursement of services, no party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

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

16. Governing Law. The validity, construction and effect of this agreement and any and all extension and/or modifications thereof shall be governed by the laws of the State of Texas.

17. Venue. Any action between the parties arising from this agreement shall be maintained in the courts of Brazos County, Texas. This agreement is governed by the laws of the State of Texas with venue lying in Brazos County, Texas.

18. Severability. Should any provision of this agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this agreement.

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

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

21. Effective Date. This agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties and signed by their respective authorized representative. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

22. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity.

(The remainder of this page intentionally left blank)

**SIGNED** this the \_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

**CITY OF BRYAN**

\_\_\_\_\_  
Mary Lynne Stratta, City Secretary

\_\_\_\_\_  
Jason P. Bienski, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Janis K. Hampton, City Attorney

**CITY OF COLLEGE STATION**

APPROVED:

\_\_\_\_\_  
Nancy Berry, Mayor

\_\_\_\_\_  
Kelly Templin, City Manager

ATTEST:

\_\_\_\_\_  
Jeff Kersten, Asst. City Manager/CFO

\_\_\_\_\_  
Sherry Mashburn, City Secretary

\_\_\_\_\_  
Carla Robinson, City Attorney

**Exhibit A**

----- Estimate -----

Rios Tree Service, Inc.

232 Guadalupe Bend  
Boerne, TX 78006  
(210)519-7488  
[riostreeservice@att.net](mailto:riostreeservice@att.net)

Estimate No.: 1194  
Date: 04/14/2014  
Exp. Date: \$18,000.00

-----  
Address:  
City of Bryan/Finance Department  
P O Box 1000  
Bryan, TX 77805  
-----

Ticket Address: Health Science Center Parkway

<u>Date</u>	<u>Activity</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
04/14/2014	To manage Health Science Center Parkway starting at Turkey Creek and finishing at HWY47/HSC ROW intersection.			
04/14/2014	Pre and Post weed control Chemical Application 2 times annually	2	75.00	150.00
04/14/2014	Prune all trees located in center medians 2 times annually	2	275.00	550.00
04/14/2014	Shear shrubs located in center medians 8 times annually	8	150.00	1,200.00
04/14/2014	Weed ornamental beds and tree wells located in center medians 28 times annually	28	350.00	9,800.00
04/14/2014	Right of Way mowing 18 times annually	18	350.00	6,300.00

-----  
**Total: \$18,000.00**



Legislation Details (With Text)

<b>File #:</b>	14-558	<b>Version:</b>	1	<b>Name:</b>	Nimitz Street Rehabilitation Design Contract Change Order
<b>Type:</b>	Change Order	<b>Status:</b>			Consent Agenda
<b>File created:</b>	6/27/2014	<b>In control:</b>			City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>			
<b>Title:</b>	Presentation, possible action, and discussion regarding approval of Change Order No. 1 to the professional services contract with Gattis Engineering, LLC in the amount of \$8,550 for the Nimitz Street Rehabilitation.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Change Order No. 1.pdf</a> <a href="#">Nimitz Street Rehab Project Limits Map.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of Change Order No. 1 to the professional services contract with Gattis Engineering, LLC in the amount of \$8,550 for the Nimitz Street Rehabilitation.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the change order with Gattis Engineering, LLC in the amount of \$8,550.

Summary: As part of the Eastgate Neighborhood Plan, Nimitz Street was identified as a local street not meeting current standards. Nimitz Street, between Lincoln Avenue and Ash Street, is deficient in right-of-way width and pavement width, and most of the street does not have curbs.

This section is unique in that a portion of the pavement was placed on properties along the western edge of the street. As these properties have redeveloped, they have dedicated right-of-way to the edge of existing pavement. Due to the lot configuration, setback variances were granted by the Zoning Board of Adjustment and have resulted in structures being located within five to ten feet of the edge of pavement.

The Nimitz Street Rehabilitation will consist of realigning and repaving Nimitz Street to move the edge of the pavement away from the structures on the western side of the street. It will also include adding curbs on both sides with a 5-foot wide sidewalk along the western side of Nimitz from Ash St. to Lincoln Ave, approximately 780 feet.

Change Order No. 1 will include additional survey and engineering design work for the rehabilitation

of a 32 year old 6-inch asbestos cement water main and two 6-inch wastewater lines crossing the section of Nimitz Street being rehabilitated.

**Budget & Financial Summary:** The total project budget is \$538,248 in the Streets Capital Improvement fund. Funds in the amount of \$8,000 have been expended or committed to date, leaving a balance of \$530,248 for design and construction. Funding for the design of the water and wastewater components of the project are available in the Water and Wastewater Capital Projects Funds.

**Attachments:**

1. Change Order No. 1
2. Project Map

CHANGE ORDER NO. 1      DATE: May 27, 2014      Contract No. 14-242  
P.O.# 140613      PROJECT: Nimitz Street Rehabilitation Design

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

**CONTRACTOR:**  
Gattis Engineering, LLC  
PO Box 13461      Ph: 979-575-5022  
College Station, TX 77841      Fax:

**PURPOSE OF THIS CHANGE ORDER:**  
Rehabilitation design of the water and sewer lines crossing Nimitz Street has been added to the street rehabilitation of Nimitz Street.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Additional Surveying - Wastewater	\$500.00	0	1	\$500.00
2	LS	Additional Engineering - Wastewater	\$3,500.00	0	1	\$3,500.00
3	LS	Additional Surveying - Water	\$500.00	0	1	\$500.00
4	LS	Additional Engineering - Water	\$4,050.00	0	1	\$4,050.00
					TOTAL	\$8,550.00

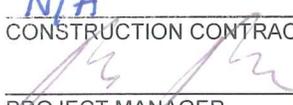
THE NET AFFECT OF THIS CHANGE ORDER IS A 33.6% INCREASE.

LINE 1 (212-9111-973.55-02/WF1701514)	\$500.00
LINE 2 (212-9111-973.55-02/WF1701514)	\$3,500.00
LINE 3 (213-9111-974.55-01/WF1701517)	\$500.00
LINE 4 (213-9111-974.55-01/WF1701517)	\$4,050.00
TOTAL CHANGE ORDER	8,550.00

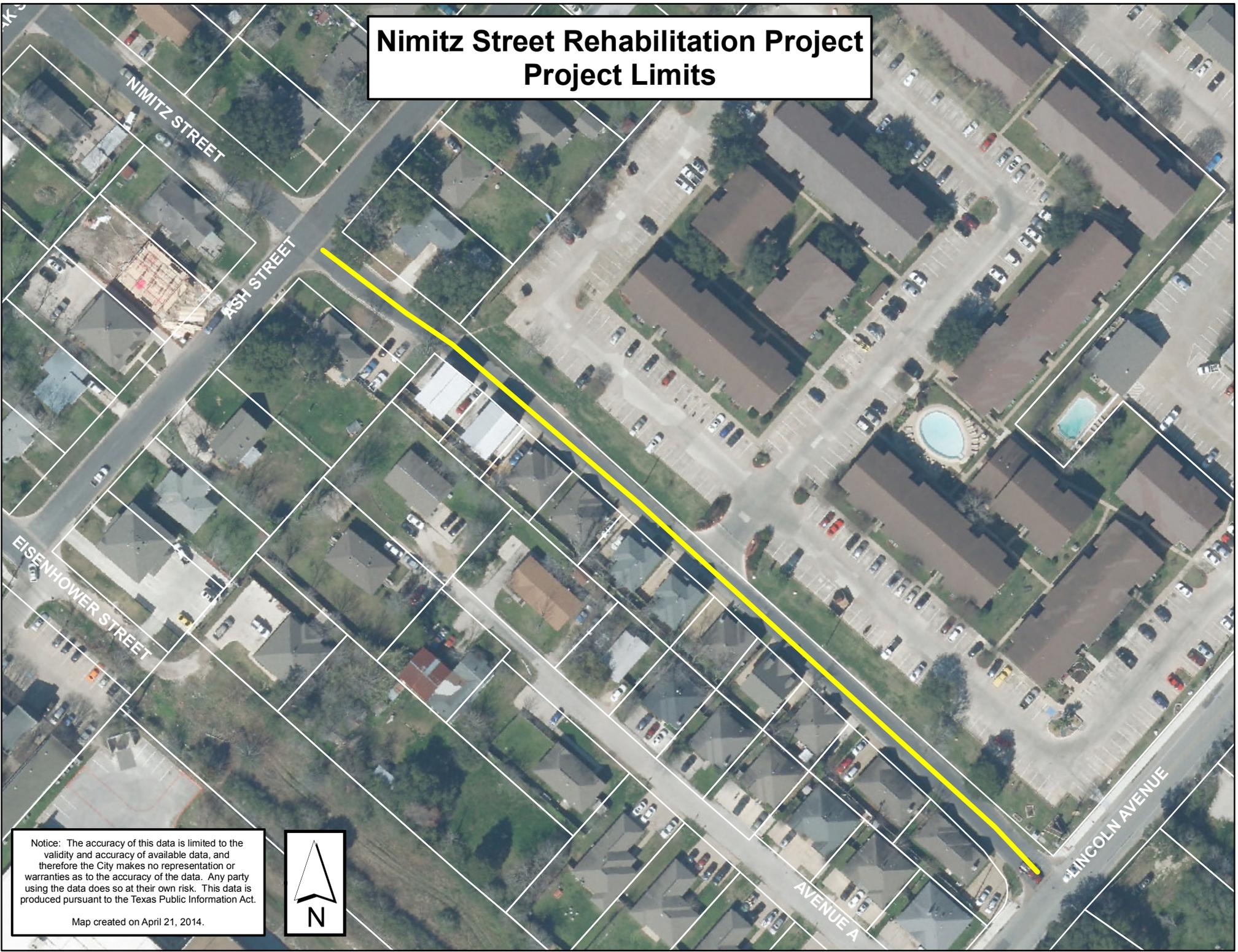
ORIGINAL CONTRACT AMOUNT	\$25,447.00		
CHANGE ORDER NO. 1	\$8,550.00	33.60%	CHANGE
REVISED CONTRACT AMOUNT	\$33,997.00	33.60%	TOTAL CHANGE

ORIGINAL CONTRACT TIME	N/A	Days
FINAL COMPLETION DATE	N/A	
REVISED FINAL COMPLETION DATE	N/A	

APPROVED

 A/E CONTRACTOR	<u>5/27/2014</u> Date	 DEPARTMENT DIRECTOR	<u>6/9/14</u> Date
<u>N/A</u> CONSTRUCTION CONTRACTOR	 Date	 ASST CITY MGR - CFO	 Date
 PROJECT MANAGER	<u>6/5/14</u> Date	 CITY ATTORNEY	 Date
<u>N/A</u> CITY ENGINEER	 Date	 CITY MANAGER	 Date

# Nimitz Street Rehabilitation Project Project Limits



Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act.

Map created on April 21, 2014.





Legislation Details (With Text)

<b>File #:</b>	14-560	<b>Version:</b>	1	<b>Name:</b>	Action Plan and Budget
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/2/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion requesting approval of the proposed Community Development FY 2015 (PY 2014) Action Plan and Budget.				
<b>Sponsors:</b>	Debbie Eller				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Attachment 1 - Resolution for PY 2014 Action Plan &amp; Budget.pdf</a> <a href="#">Attachment 2 -FY 2015 Proposed Community Development Budget.pdf</a> <a href="#">Attachment 3- Plan Development Process Summary.pdf</a> <a href="#">Attachment 4 - FY 2015 CDBG Public Service Funding Summary &amp; Recommendations.pdf</a> <a href="#">Attachment 5 - FY 2015 CDBG Public Facility Funding Summary &amp; Recommendations.pdf</a> <a href="#">Attachment 6 - 2010 - 2014 Community Development Goals.pdf</a> <a href="#">Attachment 7 - 2014 Income Limits.pdf</a> <a href="#">Attachment 8 - Map.pdf</a> <a href="#">Attachment 9 Community Development Project Descriptions.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion requesting approval of the proposed Community Development FY 2015 (PY 2014) Action Plan and Budget.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s):  
Approval of the proposed FY 2015 (PY 2014) Action Plan and Budget.

Summary:  
Staff presented the proposed Action Plan and Budget for FY 2015 (PY 2014) to City Council on June 26<sup>th</sup>. The proposed plan was available for public review and comment from June 23<sup>rd</sup> to July 22<sup>nd</sup>. Included in the Plan are goals, objectives, and funding recommendations for projects and programs. Each year, the City is required to submit to the U.S. Department of Housing and Urban Development (HUD) a one year Action Plan describing projects and activities to be funded with the community development grants received. Action Plan activities must correspond to the 5-Year Consolidated Plan.

HUD requires that the Action Plan and Budget be delivered by August 16, 2014, therefore these are presented prior to the Council's consideration of the overall City budget. The new grant amounts available for PY 2014 includes \$1,002,492 in Community Development Block Grant (CDBG) funds and \$401,912 in HOME Investment Partnership Grant (HOME) funds. The budget includes previously programmed but unspent grant funds from current years in the amount of \$1,086,967 in CDBG and \$1,112,406 in HOME, in addition to expected program income in the amount of \$26,243 (HOME) to be received from reconstruction loans executed in previous years and recaptured funds from the disposition of the Holleman property in the amount of \$2,390,844 (CDBG).

CDBG and HOME funds may only be used to: (1) benefit low- and moderate-income persons; (2) aid in the elimination of slum and blighting influences, and/or; (3) meet a particular urgent need. Further, CDBG funds may be used to meet local needs through a wide range of community development activities, while HOME funds may only be used for affordable housing activities.

The proposed plans and budget were developed using input received from a series of public hearings, program committee meetings, and citizen input. The goals and objectives in the 2010-2014 Consolidated Plan were followed in preparing this year's Plan. These goals and objectives were prepared to meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency and are now being presented to Council for discussion and input. Staff will return to Council at the July 24th meeting to make available its final draft of the Action Plan, Budget and to request approval.

Historically, the City has utilized these funds for a variety of programs and activities, including: affordable housing programs (homebuyer assistance, security deposit assistance, rehabilitation, new construction, and minor repairs); funding of direct services to low-income families; demolition; and park, street, infrastructure and public facility improvement in low-income areas of the city.

The 2014-2015 Action Plan can be downloaded here: [www.cstx.gov/index.aspx?page=3434](http://www.cstx.gov/index.aspx?page=3434)

#### Budget & Financial Summary:

See attached financial summaries for the proposed FY 2015 Budget for CDBG and HOME funds. Staff will be prepared to answer questions regarding the proposed plans and/or budget

#### Attachments:

- Attachment 1: Resolution
- Attachment 2: Proposed FY 2015 Community Development Budget Summary
- Attachment 3: Plan Development Summary
- Attachment 4: Proposed FY 2015 Public Service Funding Recommendations
- Attachment 5: Proposed FY 2015 Public Facility Funding Recommendations
- Attachment 6: PY 2010 - 2014 Community Development Goals
- Attachment 7: 2014 Median Income Limits
- Attachment 8: Map of Eligible Community Development Areas
- Attachment 9: Community Development Project Descriptions

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

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE PROGRAM YEAR 2014 ACTION PLAN AND BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS.

WHEREAS, the City of College Station is entitled to receive \$1,002,492 in Community Development Block Grant (CDBG) funds and \$401,912 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in fiscal year 2015 and has prepared a Program Year 2014 Action Plan and Community Development Budget as required to secure these funds; and

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that has been approved by both HUD and the City that guides the development of each year's Action Plan and Budget; and

WHEREAS, the City of College Station, Texas, has an established Community Development Program under Chapter 373 of the Texas Local Government Code that (1) identifies areas of the City with concentrations of low and moderate income persons; (2) establishes areas in which program activities are proposed; (3) provides a plan under which citizens may publicly comment on activities; and (4) requires public hearings on program activities; and

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Program Year 2014 Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Program Year 2014 Action Plan and Community Development Budget is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens; 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 Program Year 2014 Action Plan and Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds;
- PART 2: That the City Council hereby authorizes and designates the City Manager to sign all required applications, certifications, evaluations, and other forms required by U. S. Department of Housing and Urban Development for all Community Planning and Development Grant Programs for the Program Year 2014 on behalf of the City of College Station.
- PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014

APPROVED

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED:

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

**Attachment 1: FY 2015 Proposed Community Development Budget**

<b>PROJECT</b>	<b>CDBG &amp; HOME CARRY-OVER</b>	<b>CDBG &amp; HOME NEW ALLOCATIONS</b>	<b>CDBG &amp; HOME TOTAL PROPOSED</b>
<b>Owner-Occupied Rehabilitation</b>	\$276,502	\$0	<b>\$276,502</b>
<b>Demolition</b>	\$10,000	\$0	<b>\$10,000</b>
<b>Interim Assistance</b>	\$2,500	\$0	<b>\$2,500</b>
<b>Homebuyer Assistance</b>	\$121,476	\$78,524	<b>\$200,000</b>
<b>CHDO</b>	\$428,984	\$60,286	<b>\$489,270</b>
<b>CHDO Operating Expenses</b>	\$0	\$0	<b>\$0</b>
<b>Acquisition</b>	\$0	\$2,255,451**	<b>\$2,255,451</b>
<b>Construction/Leveraged Development</b>	\$63,318	\$222,911 \$26,243***	<b>\$312,472</b>
<b>Housing Services</b>	\$15,751	\$0	<b>\$15,751</b>
<b>Rental Rehabilitation</b>	\$44,758	\$0	<b>\$44,758</b>
<b>Code Enforcement (PDS)</b>	\$4,535	\$117,500	<b>\$122,035</b>
<b>Tenant Based Rental Assistance</b>	\$189,347	\$0	<b>\$189,347</b>
<b>Public Service Agency (See Attachment 3)</b>	\$32,699*	\$150,373	<b>\$183,072</b>
<b>Public Facility (See Attachment 4)</b>	\$1,009,503	\$534,121 \$135,393**	<b>\$1,679,017</b>
<b>Grant Administration</b>	\$0	\$240,689	<b>\$240,689</b>
<b>Recaptured Funds/ Program Income</b>		<b>CDBG HOME</b>	<b>\$2,390,844** \$26,243***</b>
<b>Total Community Development Budget</b>			<b>\$6,020,864</b>

\*Carry-over funds represent 4<sup>th</sup> quarter payments for FY 2014

\*\* To be used for acquisition of land for senior housing project when realized with balance in Public Facility

\*\*\*To be utilized for New Construction/Leveraged Development when realized

## Attachment 2: Consolidated Plan and Budget Development Process Summary, FY 2015

<b>Event</b>	<b>Date</b>
Pre-proposal workshop for agencies	Feb. 14, 2014
Public hearing on Consolidated Plan and Budget (Lincoln Center)	Mar. 19, 2014
JRFRC proposals due	Mar. 28, 2014
JRFRC Meeting	Apr. 3, 2014 Apr. 10, 2014 Apr. 17, 2014 Apr. 24, 2014 May 1, 2014 May 8, 2014 May 15, 2014
JRFRC Public Service Agency public hearings	May 21, 2014 May 22, 2014
30-Day Public Comment Period begins	June 23, 2014
First presentation of Consolidated Plan and Budget to City Council	June 26, 2014
Public hearing to present goal and objectives and public comments regarding the proposed PY 2014 Annual Action Plan (Lincoln Center)	July 8, 2014
30-Day Public Comment Period ends	July 22, 2014
Request council approval by consent agenda of PY 2014 Annual Action Plan and Budget	July 24, 2014
PY 2014 Annual Action Plan due to HUD no later than	Aug. 16, 2014

### Attachment 3: FY 2015 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client	Funding City
Voices for Children	Unlimited Potential Mentoring Program	\$22,564	<b>\$22,175</b>	Up Mentor Coordinator	25 \$887	Bryan
Scotty's House Brazos Valley Child Advocacy Center	Advocacy Education Series	\$21,530	<b>\$21,141</b>	Personnel	50 \$422.82	Bryan
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	\$35,165	<b>\$34,776</b>	Salary, Utility/Telephone, Auto Maintenance, Supplies	52 \$668.77	CS
Unity Partners dba Project Unity	Safe Harbor Supervised Visitation Program	\$25,000	<b>\$24,610</b>	Personnel, FICA, Security	600 \$41.02	B & CS
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$30,000	<b>\$29,611</b>	Medical Supplies, and Testing	880 \$33.65	Bryan
Brazos Valley Center for Independent Living	BVCIL Connector	\$40,000	<b>\$39,610</b>	ADA Accessible Minivan, Auto Insurance	50 \$504.26	CS
Family Promise of Bryan-College Station	Case Management	\$20,000	<b>\$19,611</b>	Case Management	60 \$326.85	Bryan
Twin City Mission, Inc.	Case Manager/Client Assistance Program	\$29,316	<b>\$28,926</b>	Case Manager, Client Assistance	550 \$52.59	CS
Easter Seals East Texas, dba Brazos Valley Rehabilitation Center	Counseling and Case Management Program (CCM)	\$25,000	<b>\$24,610</b>	Social Worker Contracted Services Computer/Setup Supplies	400 \$61.53	CS
<b>Total</b>		<b>\$258,575.00</b>	<b>\$245,070.00</b>			

## Attachment 4: FY 2015 CDBG Public Facility Funding Summary & Recommendations

Activity	Recommended Funding	Description
<b>Cooner Street Rehabilitation</b>	\$928,139	Continuation -Funds will be used to rehabilitate Cooner Street east of Texas Avenue South. The project scope will include the replacement of existing wastewater, water, and roadway infrastructure. Funds will be used to design the utility rehabilitation and the design and construction of the street reconstruction.
<b>Wellborn Road Sidewalks</b>	\$219,878	Continuation - FY 12 funds were used to design a new sidewalk on the east side of Wellborn Road extending from Luther Street to Southwest Parkway. FY 13 funds allocated for acquisition of easements and construction. Due to increased requirement identified in FY 13 for easements, additional funds are being allocated in FY 14 for the acquisition of required easements.
<b>Domink Drive Sidewalks - #3 Stallings Drive to Munson Avenue</b>	\$60,000	FY 14 funds will be used to design sidewalks on the south side of Dominik from Stallings Drive to Munson Avenue. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
<b>Nimitz Street Rehabilitation</b>	\$441,000	Funds were utilized in FY 14 for engineering and design of a standard 2-lane local street with sidewalk on Nimitz from Lincoln Avenue to Ash Street. The current street configuration is a substandard rural section and is not centered in the right-of-way and within 5 feet of several single-family dwellings on the western side lots. FY 15 funds will be used to complete easement acquisition and construction.
<b>Staff salaries</b>	\$30,000	FY 15 funds will be used for Community Development staff salaries for the project management time required for the Dominik #3 project and required oversight of compliance with all federal requirements on other Public Facility projects.
<b>Total</b>	<b>\$1,679,017</b>	

## **Attachment 5: PY 2010 – 2014 Community Development Goals**

### **Housing**

*Goal: Ensure adequate housing assistance for lower income homeowners.*

Strategies:

- Encourage and facilitate maintenance of residential units by L/M income homeowners through residential rehab loans.
- Acquire real property for future development of affordable housing, parks, or other activities that enhance neighborhoods.
- Encourage and facilitate the removal and replacement of dilapidated structures and/or address community emergencies.
- Utilize code enforcement regulations to maintain the integrity of older neighborhoods.

*Goal: Retain and expand affordable housing opportunities for low- and moderate-income homebuyers.*

Strategies:

- Encourage and support programs and projects that provide financial assistance to L/M income purchasers of existing or new affordable homes.
- Encourage and support programs and projects that provide education and counseling to lower-income home-owners and homebuyers.
- Encourage and support programs and projects that construct new housing units for L/M homebuyers.

*Goal: Ensure adequate affordable rental housing opportunities for low- and moderate-income families and individuals.*

Strategies:

- Encourage and facilitate the rehabilitation of affordable rental units.
- Encourage and facilitate the construction of new affordable rental units.

### **Homelessness and Special Needs**

*Goal: Address the needs of homeless persons to make the transition to permanent housing and independent living and help families avoid becoming homeless.*

Strategies:

- Preventing homelessness:
  - Provide assistance for low-income households to secure and sustain safe, decent affordable housing.
- Outreach and assessment:
  - Foster coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. Use this information to target and improve service provision.
- Emergency and transitional shelter:
  - Encourage and support programs and agencies that supply or seek out emergency and/or transitional shelter for families and individuals.
- Transition to permanent housing and independent living:
  - Assist homeless persons in meeting various human and health service needs as well as provide training and counseling opportunities to help with the transition to self-sufficiency.

*Goal: Ensure adequate affordable housing opportunities and supportive services for the lower income special needs populations.*

Strategy:

- Encourage and facilitate organizations that provide social and/or housing services to special needs populations.

**Non-Housing**

*Goal: Encourage and support the delivery of health and human services to assist families in reaching their fullest potential.*

Strategies:

- Encourage and support nonprofit providers of health care, dental care, and mental health care to deliver programs to qualified L/M families/persons.
- Encourage continued development and facilitate development of new or enhanced senior citizen programming.
- Facilitate development of affordable childcare and youth programs.
- Ensure that the provision of other health and human services is approached within a comprehensive framework to enable families and individuals in breaking the cycle of poverty.
- Encourage new or enhanced transportation programs that assist L/M income persons to address their mobility needs.

*Goal: Provide safe, secure, and healthy environments for families and individuals.*

Strategies:

- Improved accessibility to programs serving L/M income individuals and families through rehabilitation or expansion of public or private facilities.
- Rehabilitation and expansion of infrastructure including water and sewer lines, street, and sidewalk, and flood drain improvements.
- Improve or expand park facilities including green space, neighborhood parks, and recreational facilities.
- Improve transportation facilities to increase the accessibility of health and human services and basic needs for L/M income persons.

*Goal: Development of a strong and diverse economic environment to break cycle of poverty.*

Strategies:

- Rehabilitate and/or develop new spaces for businesses to better realize job creation.
- Support and expand community wide training and employment activities targeting low/mod households.

Attachment 6: 2014 Median Income Limits

## 2014 MEDIAN INCOME LIMITS City of College Station Community Development

This list supersedes all other lists of prior dates.

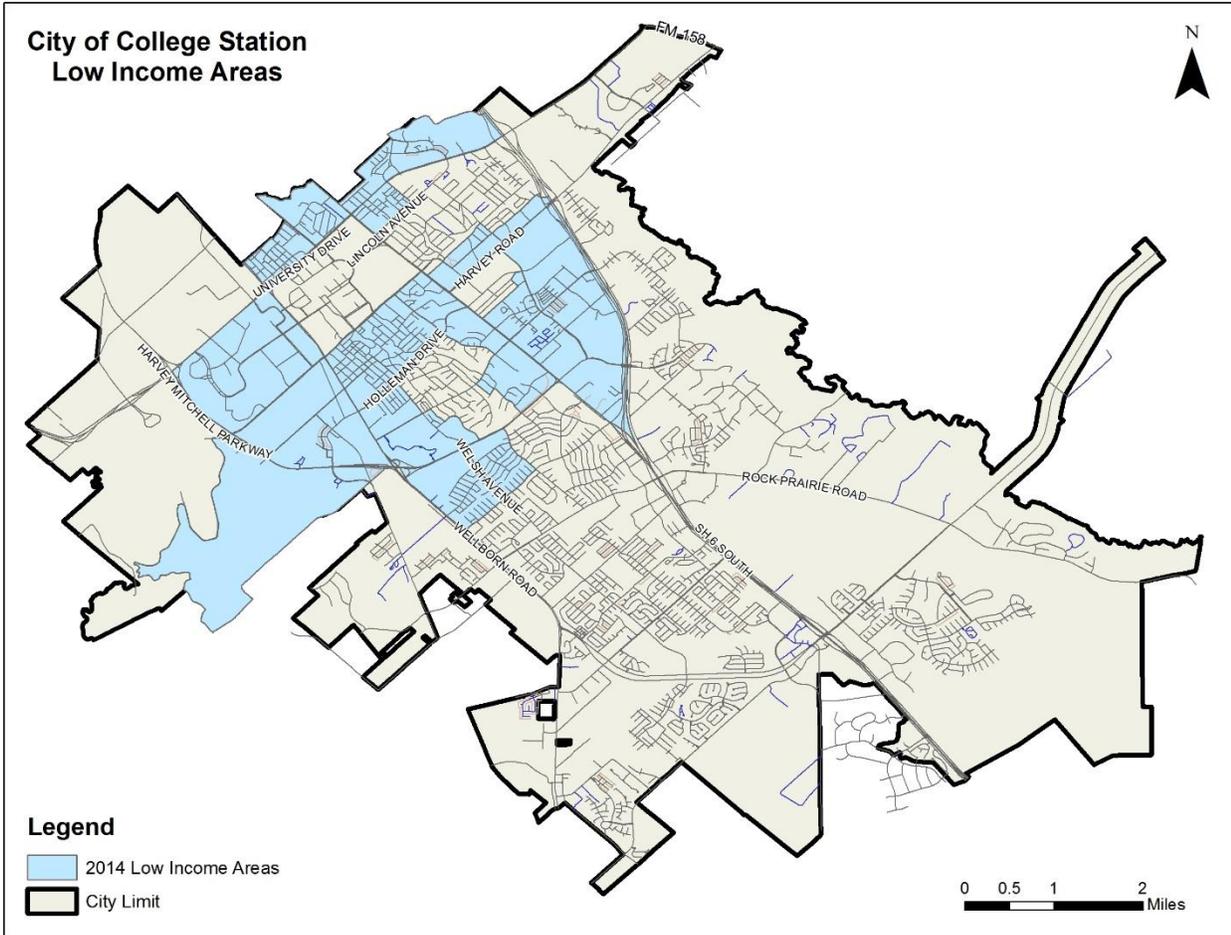
Household	30%	50%	80%
1	\$12,100	\$20,150	\$32,200
2	\$13,800	\$23,000	\$36,800
3	\$15,550	\$25,900	\$41,400
4	\$17,250	\$28,750	\$46,000
5	\$18,650	\$31,050	\$49,700
6	\$20,050	\$33,350	\$53,400
7	\$21,400	\$35,650	\$57,050
8	\$22,800	\$37,950	\$60,750

The left column (Household) refers to the number of people in the home. The highlighted column (80%) refers to your maximum income allowed per year by HUD guidelines. Limits effective for 2014 on December 18, 2013.

Source:

[http://www.huduser.org/portal/datasets/il/il2014/2014summary.odn?states=%24states%24&data=2014&inputname=METRO17780M17780\\*College+Station-Bryan%2C+TX+MSA&stname=%24stname%24&statefp=99&year=2014&selection\\_type=hmfa](http://www.huduser.org/portal/datasets/il/il2014/2014summary.odn?states=%24states%24&data=2014&inputname=METRO17780M17780*College+Station-Bryan%2C+TX+MSA&stname=%24stname%24&statefp=99&year=2014&selection_type=hmfa)

# Attachment 7: Map of Eligible Community Development Areas



## **Attachment 8: Community Development Project Descriptions**

### **Owner-Occupied Housing Assistance**

HOME and CDBG funds will be used for housing rehabilitation, minor repairs, weatherization, home security, and reconstruction for low-moderate income homeowners; the removal of architectural barriers; and the inspection, testing and abatement of lead hazards. Funds will also be used for program delivery costs including staff salaries and benefits.

### **Demolition**

CDBG funds will be used for clearance, demolition, and removal of dilapidated structures that have been deemed uninhabitable in accordance with City codes, including the movement of structure to other sites. Funds will also be used for program delivery costs including staff salaries and benefits.

### **Interim Assistance**

In case of a community emergency affecting the health and safety of residents, CDBG funds will be utilized to address immediate threats and for financial and technical assistance to coordinate clean-up efforts to eligible households.

### **Homebuyer Assistance**

Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans with HOME funds. Funds will be used for program delivery costs including staff salaries and benefits.

### **Community Housing Development Organization**

HOME funds will be made available to an eligible CHDO for the acquisition, development and construction of affordable housing units or the rehabilitation of existing housing units.

### **CHDO Operating Expenses**

HOME funds are allowable for 5% of grant for operating/administration expenses incurred by eligible CHDO to build capacity to carry out current and future CHDO activities.

### **Acquisition**

CDBG funds will be available to affordable housing partners for the acquisition of land for the development of affordable housing.

### **Construction – Leveraged Development and Non-Profit Partners**

HOME funds will be used to facilitate the development of new affordable housing or the renovation of existing housing for low-income residents. Activities may include the acquisition of land, soft costs, or construction of single-family or multi-family units.

### **Housing Services**

CDBG funds will be used for costs associated with processing applicants for all HOME housing assistance programs and marketing efforts. Expenses will include staff salaries and benefits and homebuyer/homeowner counseling program.

### **Rental Rehabilitation**

HOME funds will be matched with private funds to rehabilitate rental properties that will maintain affordable rents for low-income households for a specified period of time following the completion of the project. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards, upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability.

### **Code Enforcement**

CDBG funds will be used for salary and benefits to support code enforcement activities in targeted low-to-moderate income areas in College Station. Two officers in the Community Services Department focus efforts in targeted areas.

### **Tenant Based Rental Assistance**

Using HOME funds, CD staff will administer a security deposit assistance program for low income individuals and families who will reside in housing units located in a HTC property located in College Station. Current properties include The Haven Apartments, The Heritage at Dartmouth, and Santour Court. Other eligible properties include Terrace Pines Apartments and Villas of Rock Prairie. CD staff will work with the Housing Choice Voucher Program to provide security deposit assistance to qualified voucher holders securing housing in College Station. CD Staff will also work with BVCAA, which offers affordable rental units to lower-income households in College Station.

### **Public Services**

15% of the City's CDBG fund allocation will be used in partnership with CDBG funds from the City of Bryan to fund non-profit social service agencies in the community. The Joint Relief Funding Review Committee, a Citizen Committee comprised of three members from the City of College Station and three from the City of Bryan, review program proposals from area nonprofits and recommend funding amounts based on their review. Funds are awarded to nonprofit programs who serve primarily low and moderate income residents of College Station and Bryan.

### **Public Facility**

Funds will be used to design, engineer, construct, or rehabilitate streets, sidewalks, parks, water and wastewater utilities, or other infrastructure improvements in College Station.

### **Program Administration**

HOME and CDBG funds will be used for management, planning and administration of the City's PY 2014 CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers. The City will utilize administrative funds to provide education to the community regarding Federal Fair Housing laws and affirmatively further fair housing in College Station.



Legislation Details (With Text)

<b>File #:</b>	14-561	<b>Version:</b>	1	<b>Name:</b>	Impact Fees Semi-Annual Report
<b>Type:</b>	Report	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/3/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.				
<b>Sponsors:</b>	Carol Cotter				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Semi-Annual Report 04.30.pdf</a> <a href="#">ImpactFeeAreas Map.jpg</a> <a href="#">LandUse Maps with densities.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):At their meeting on July 3rd, the Planning and Zoning Commission unanimously recommended acceptance of the report. Staff also recommends Council acknowledge and accept the Semi-Annual Report - No Further Action is required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station currently has five impact fee areas where all associated utility construction is complete. All five of the impact fees were updated by Council in accordance with State Law in November of 2013. There have been no major changes in the impact fee programs since the recent update, so this report primarily documents the fees collected over the reporting period.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees. On July 3, 2014 the Advisory Committee discussed and unanimously recommended support of the Semi-Annual Report. It is now being forwarded to Council for your status update.

Budget & Financial Summary: N/A

Attachments:

1. 07/03/14 Impact Fee Semi-Annual Report
2. Fee Area Map
3. Land Use Map



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960  
College Station, Texas 77842  
Phone 979.764.3570 / Fax 979.764.3496

**MEMORANDUM**

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**DATE:** July 3, 2014  
**TO:** Planning and Zoning Commission  
**FROM:** Carol Cotter, P.E., Sr. Asst. City Engineer  
**SUBJECT:** Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

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Local Government Code requires semi-annual reporting in order to monitor the progress of impact fees and to determine when an update to the fee study is necessary. An update was completed in November 2013. There have been no major changes in the impact fee programs since the recent update. Staff recommends that the Advisory Committee forward this report to City Council for their status update.

The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the Advisory Committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. All five of the impact fees underwent a 5-Year Update in 2013 in accordance with State Law. The following is a current status report for each of the five impact fees. (To facilitate review data changes from previous 10 months are presented in bold font.):

92-01 Sanitary Sewer ( Graham Road ) ( 508 ac. ) \$339.63/LUE

This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP), revised again to the \$232.04/LUE in 2000, revised again to \$316.07 in 2008, and to the current amount in November of 2013. The CIP consists of three phases originally estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last reporting period are **\$790.18** for total amount of **\$324,292.38** (per Account #250-0000-287.51-13). The remaining amount eligible for collection is about **\$42,682.46**. The total amount to be recovered through impact fees is anticipated at **77%** of original construction cost.

97-01 Sanitary Sewer ( Spring Creek – Pebble Hills) ( 2000 ac.) \$144.01/LUE

This fee was implemented in December 1997 at \$349.55/LUE, was revised to \$98.39 in 2008, and was revised to the current amount in November of 2013.. The CIP consists of Phase I (east of Hwy 6) and Phase II (west of Hwy 6). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II was estimated to cost \$1,350,000 and was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last reporting period are **\$21,945.72** for total amount of **\$607,881.98** (per Acct #251-0000-287.51-13). The remaining amount eligible for collection is about **\$818,259.68**. The total amount to be recovered through impact fees is anticipated at **98%** of original construction cost.

97-02B Sanitary Sewer ( Alum Creek – Nantucket) ( 608 ac. ) \$44.71/LUE

This fee was implemented in December 1997 at \$243.38/LUE, was revised to \$59.42 in 2008, and was revised to the current amount in November of 2013. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last reporting period are **\$1,220.43** for total amount of **\$23,645.60** (per Acct #252-0000-287.51-13). The remaining amount eligible for collection is about **\$102,298.51**. The total amount to be recovered through impact fees is anticipated at **57%** of original construction cost.

99-01 Water ( Harley )( 158 ac. ) \$996.03/LUE

This fee was implemented in April 1999 at \$550.00/LUE, was revised to \$769.91 in 2008, and was revised to the current amount in November of 2013. The CIP consists of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000 ). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last reporting period are \$0.00 for total amount of \$64,740.88 (per Acct #240-0000-287.51-13). The remaining amount eligible for collection is about **\$279,884.43**. The

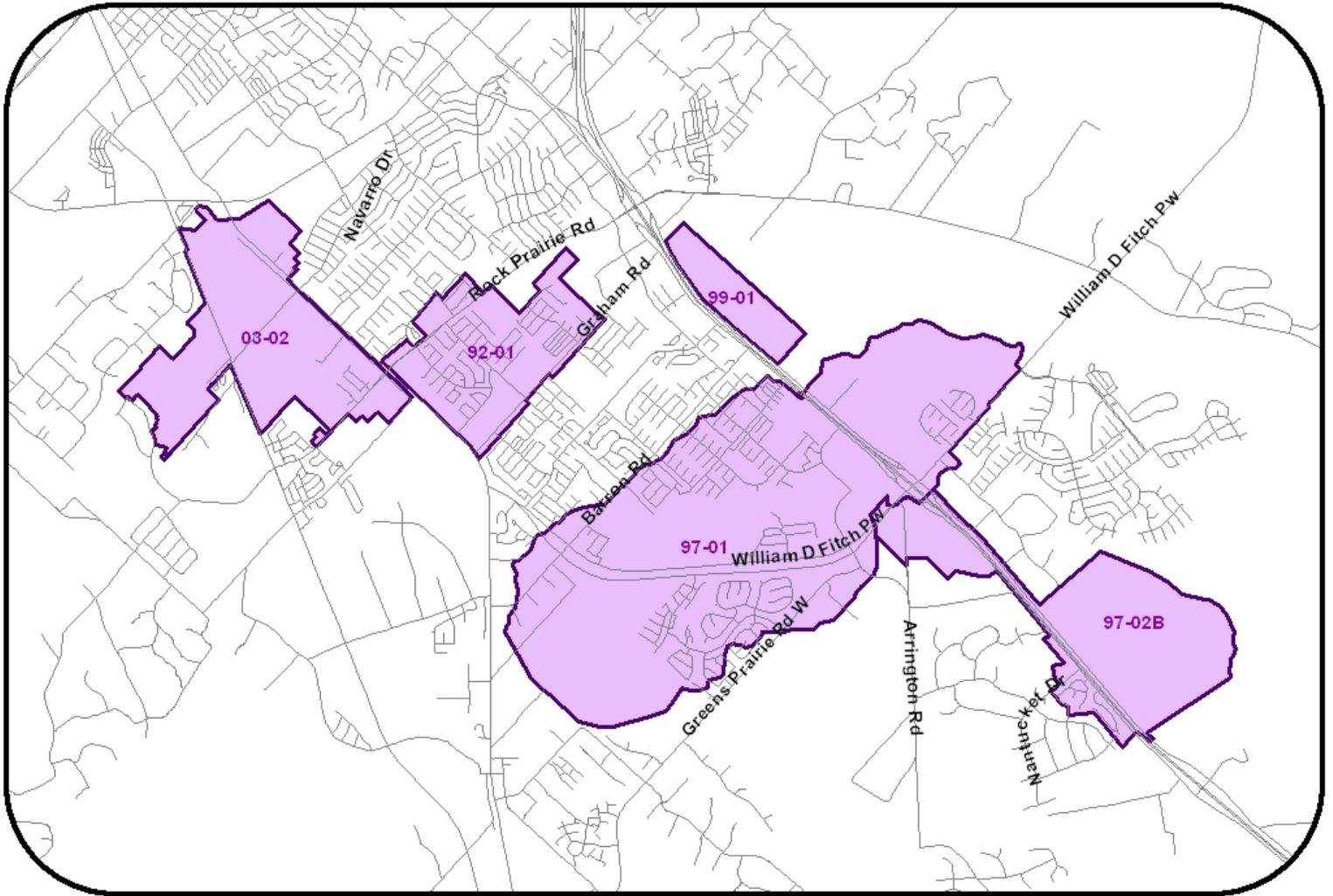
total amount to be recovered through impact fees is anticipated at **99%** of original construction cost.

03-02 Sanitary Sewer ( Steeplechase ) ( 715 ac. ) \$144.87/LUE

This fee was initially implemented in June 2003 at \$300.00/LUE, was revised to \$357.74 in 2009, and was revised to the current amount in November of 2013. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two was completed in 2006 and continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. Fees collected over the last reporting period are **\$27,928.60** for total amount of **\$165,511.04** (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about **\$907,958.21**. The total amount to be recovered through impact fees is anticipated at **94%** of original construction cost.

<b>Impact Fee Area</b>	<b>Effective Buildout LUE</b>	<b>Current Impact Fee Rate</b>	<b>Remaining Capital Investment to Recoup</b>
92-01 Graham	<b>1710</b>	<b>\$ 339.63</b>	<b>\$ 43,000</b>
97-01 Spring Creek	<b>8565</b>	<b>\$ 144.01</b>	<b>\$818,000</b>
97-02B Alum	<b>2656</b>	<b>\$ 44.71</b>	<b>\$102,000</b>
99-01 Harley	<b>396</b>	<b>\$ 996.03</b>	<b>\$280,000</b>
03-02 Steeplechase	<b>7051</b>	<b>\$ 144.87</b>	<b>\$908,000</b>
		<b>Total</b>	<b>\$2,151,000</b>

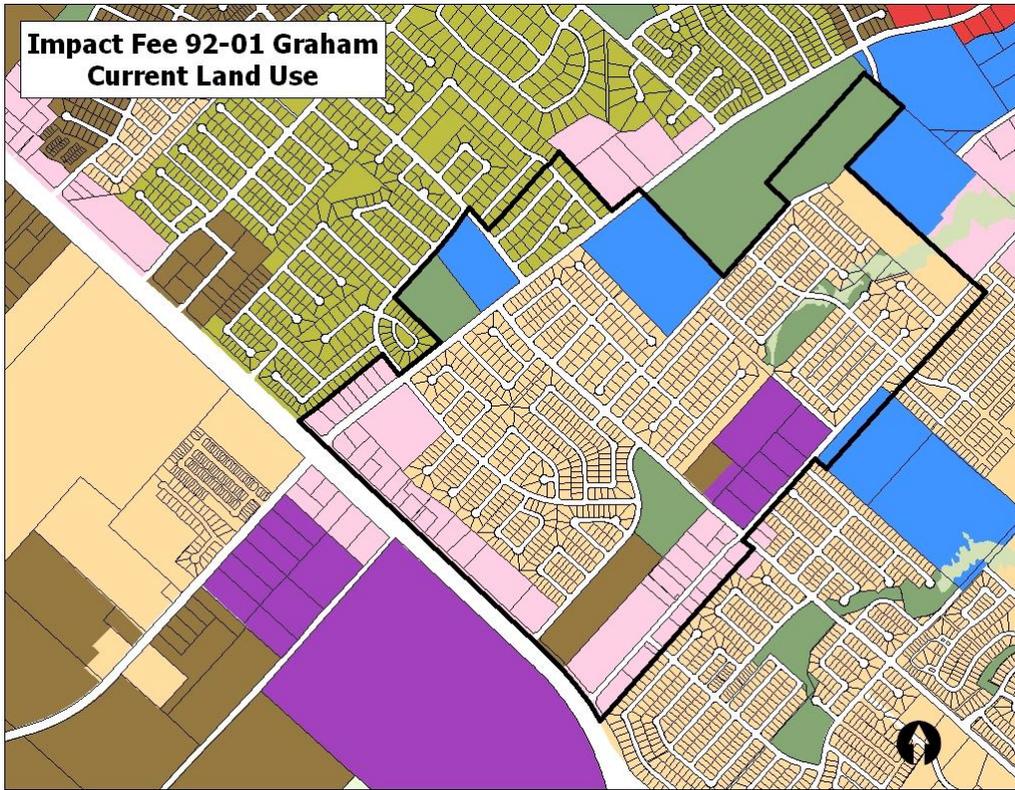
Attachments:    Impact Fee Service Areas Map  
                           Current Land Use Map per Impact Fee Area



1 inch equals 4,000 feet



**Impact Fee Areas - January 2013**

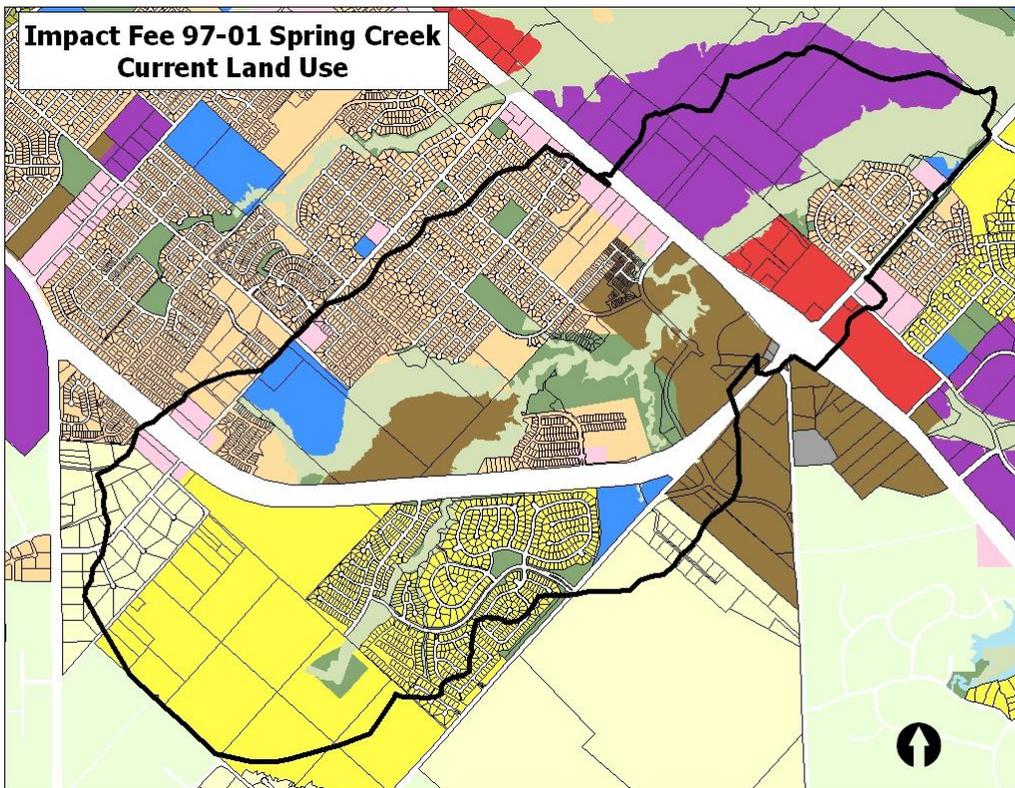


**Legend**

**Land Use Plan**

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

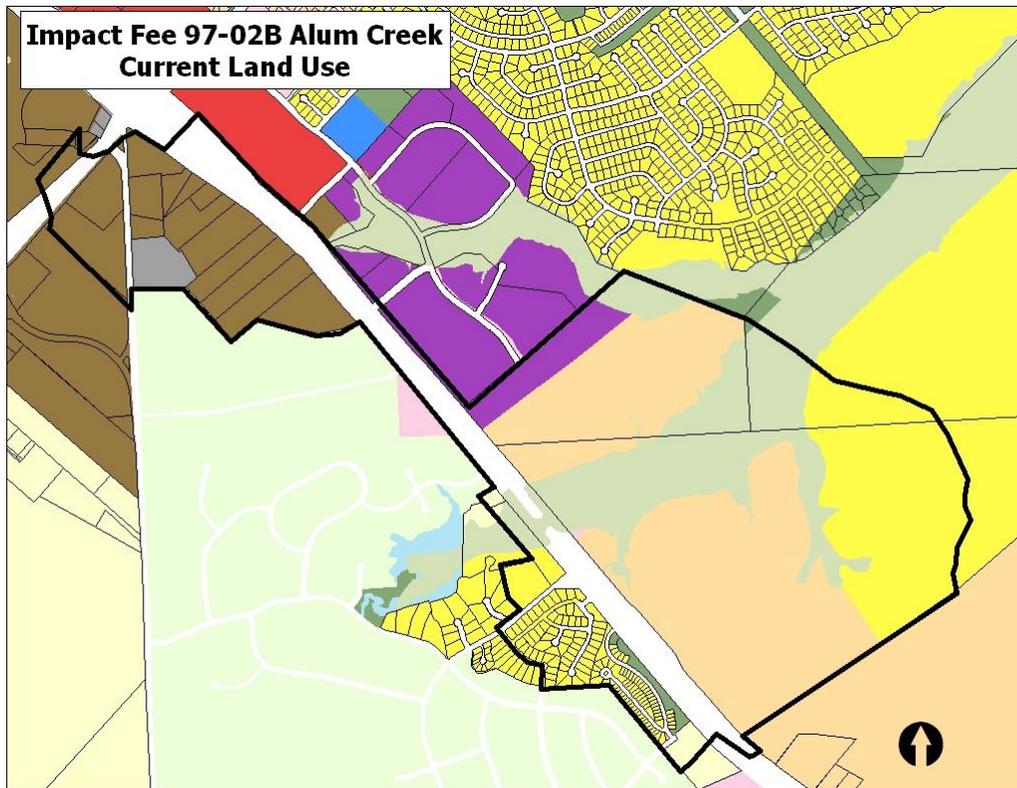


**Legend**

**Land Use Plan**

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
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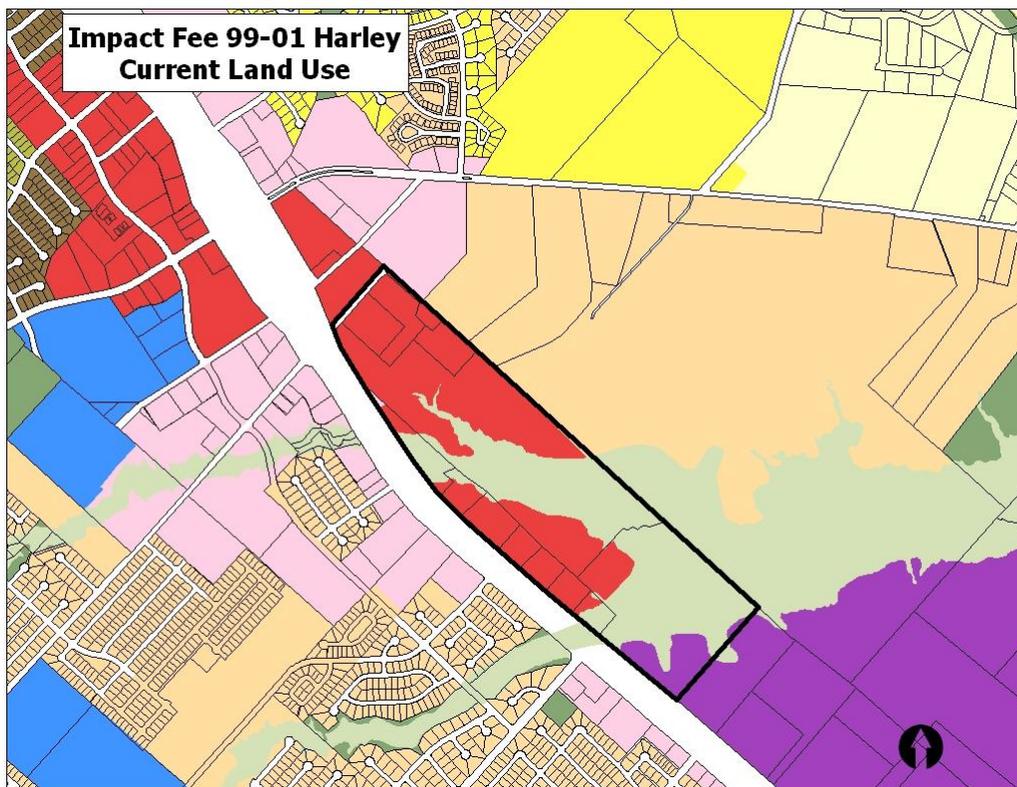


**Legend**

**Land Use Plan**

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
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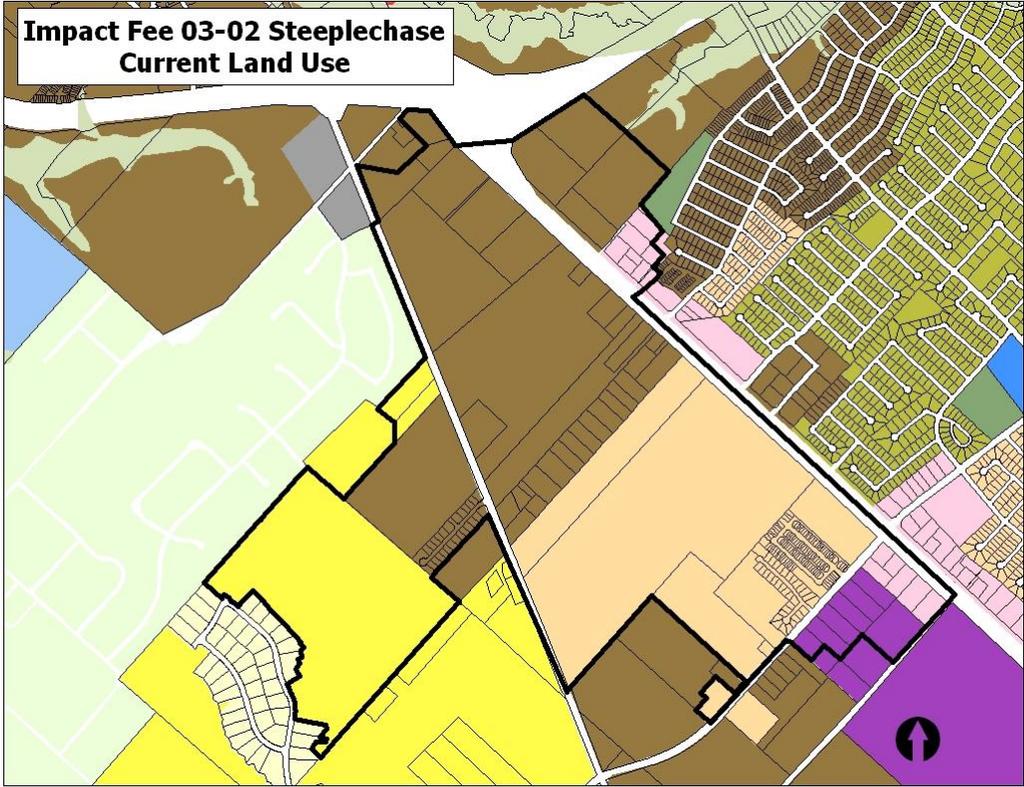
**Legend**

**Land Use Plan**

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

**Impact Fee 03-02 Steeplechase  
Current Land Use**



**Legend**

**Land Use Plan**

**FLU-2**

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water



### Legislation Details (With Text)

<b>File #:</b>	14-562	<b>Version:</b>	1	<b>Name:</b>	Annual Price Agreement for Cement Stabilized Base Rock and Type D Grade Recycled Crushed Concrete Base
<b>Type:</b>	Agreement	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/3/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation possible action and discussion regarding the annual price agreement with Brazos Paving, Inc. for the purchase of Cement Stabilized Base Rock and Type D Grade Recycled Crushed Concrete Base for an amount not to exceed \$783,000.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Brazos Paving.pdf</a> <a href="#">Knife River.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation possible action and discussion regarding the annual price agreement with Brazos Paving, Inc. for the purchase of Cement Stabilized Base Rock and Type D Grade Recycled Crushed Concrete Base for an amount not to exceed \$783,000.

#### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the annual price agreement to Brazos Paving Inc.

#### Summary:

Two (2) sealed competitive bids were received and opened on June 12, 2014, for an annual price agreement for 10,000 tons of Cement Stabilized Base Rock and 10,000 tons of Type D Grade Recycled Crushed Concrete Base. Brazos Paving, Inc. submitted a total bid of \$783,000 for material to be picked up by City crews and included a \$5.50 delivery charge per ton if needed. Knife River submitted a total bid of \$489,500 for material to be picked up by City Crews. Although Knife River submitted a lower total bid, they included several exceptions. These exceptions are: (A) no delivery, (B) a two day notice of needing the material and (C) a 10 ton minimum load charge. Due to emergency repairs that may be needed throughout the year, a two day material notice with a ten ton minimum is not a feasible or cost effective option for City repair crews. This material has a short life span and cannot be stockpiled if all the material is not used in a short amount of time. Because of these exceptions Knife River's bid has been deemed non-responsive to the City's specifications. City staff thus recommends awarding this price agreement to Brazos Paving, Inc.

#### Budget & Financial Summary:

Funds to purchase cement stabilized base rock are budgeted in the General Fund within the Public Works Operations Budget. It is anticipated that a total of approximately 10,000 tons of material will be used and, therefore, considerably less than the contracted amount will be expended. However, including both types of material on the contract will give the department the flexibility needed to determine the type of material best suited to each job.

**Attachments:**

1. ITB 14-066 Response - Brazos Paving, Inc.
2. ITB 14-066 Response - Knife River Corporation

**CERTIFICATION OF BID**

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Billy D St Title: Vice President

Typed Name: Billy Prewitt Company Name: Brazos Paving, Inc.

Phone No.: (979) 822-7605 Fax No.: (979) 823-2659

Email: b.prewitt@bpitx.com

Bid Address: P.O. Box 714 BRYAN TX 77806  
P.O. Box or Street City State Zip

Order Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Remit Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Federal Tax ID No.: 74-2242675

DUNS No.: 068082619

Date: 6/11/14

**END OF BID #14-066**

**QUOTATION**

Item	Estimated Quantity	UOM	Description	Unit Price	Total Price
1	10,000	ton	Cement Stabilized Base (4%). Picked Up by City Crews.	\$ 43. <sup>80</sup>	\$ 438,000. —
2	10,000	ton	Type D Grade 1 Cement Stabilized (4%) Recycled Crushed Concrete Base. Picked up by City Crews.	\$ 34. <sup>50</sup>	\$ 345,000. —
Bid Total				\$ 783,000. —	

Additional Delivery Charge \$ 5.<sup>50</sup> per ton

FOB: College Station, TX

DELIVERY DATE: 3 (calendar days)

TERMS: Net 30

**PLEASE SELECT A METHOD OF PAYMENT:**

1) **PAYMENT TERMS: Net 30**  
*(Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)*

2) **\*ELECTRONIC FUNDS TRANSFER (EFT) DISCOUNT**  
**--If selected, discount offered: \_\_\_\_\_% (e.g. 1%, 2%, 5%)**

3) **PROMPT PAYMENT DISCOUNT: \_\_\_\_\_% 10 days**  
 (e. g. 1% 10 days, 2% 10 days)

**\*Electronic Funds Transfer Information:**

The City of College Station prefers to receive invoices via electronic mail and process payments electronically.

To submit invoices via electronic mail, please use the following address: VendorInvoiceEntry@cstx.gov.

To receive payment via EFT, please complete an Electronic Funds Transfer Authorization form and a W-9 form by downloading them from the following link: http://www.cstx.gov/index.aspx?page=2821. Please return the forms via e-mail to VendorEFTAccounting@cstx.gov . EFT's are processed every Wednesday with an email payment confirmation sent to the vendor.

**CERTIFICATION OF BID**

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Loring Knutson Title: Bryan Materials Manager  
Typed Name: Loring Knutson Company Name: Knife River Corporation-South  
Phone No.: 979-361-2900 Fax No.: 979-361-2920

Email: Loring.knutson@kniferiver.com

Bid Address: P.O. Box 674 Bryan Texas 77806  
P.O. Box or Street City State Zip

Order Address: P.O. Box 674 Bryan Texas 77806  
P.O. Box or Street City State Zip

Remit Address: P.O. Box 674 Bryan Texas 77806  
P.O. Box or Street City State Zip

Federal Tax ID No.: 74-2656761

DUNS No.: 006962286

Date: June 10, 2014

**END OF BID #14-066**

**QUOTATION**

Item	Estimated Quantity	UOM	Description	Unit Price	Total Price
1	10,000	ton	Cement Stabilized Base (4%). Picked Up by City Crews.	* \$ 27.25	\$ 272,500.
2	10,000	ton	Type D Grade 1 Cement Stabilized (4%) Recycled Crushed Concrete Base. Picked up by City Crews.	* \$ 21.70	\$ 217,000.
Bid Total				\$ 489,500.00	

\* 10 (Ten) ton minimum load charge.

\* All materials are F.O.B. Additional Delivery Charge \$ N/A per ton  
 Riverbend Pit: 8477 Boyd Lane Bryan, Tx. 77807

FOB: College Station, TX

**NOTICE**  
~~DELIVERY~~ DATE: 2 days (calendar days)

TERMS: Net 30

**PLEASE SELECT A METHOD OF PAYMENT:**

- 1) **PAYMENT TERMS: Net 30**  
 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)
- 2) **\*ELECTRONIC FUNDS TRANSFER (EFT) DISCOUNT**  
 --If selected, discount offered: \_\_\_\_\_ % (e.g. 1%, 2%, 5%)
- 3) **PROMPT PAYMENT DISCOUNT:** \_\_\_\_\_ % 10 days  
 (e. g. 1% 10 days, 2% 10 days)

**\*Electronic Funds Transfer Information:**

The City of College Station prefers to receive invoices via electronic mail and process payments electronically.

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Legislation Details (With Text)

**File #:** 14-563      **Version:** 1      **Name:** University Heights Parking Removal  
**Type:** Ordinance      **Status:** Consent Agenda  
**File created:** 7/3/2014      **In control:** City Council Regular  
**On agenda:** 7/24/2014      **Final action:**  
**Title:** Presentation, possible action and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to remove parking along sections of Davidson Drive, Haverford Road, Kenyon Drive, Los Portales Drive, and Claremont Drive within the University Heights Development.  
**Sponsors:** Troy Rother  
**Indexes:**  
**Code sections:**  
**Attachments:** [University Heights 2.pdf](#)  
[Parking Removal Ordinance University Heights 7-7-14.pdf](#) Ver.

Date	Action By	Action	Result
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Presentation, possible action and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to remove parking along sections of Davidson Drive, Haverford Road, Kenyon Drive, Los Portales Drive, and Claremont Drive within the University Heights Development.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: In October of 2013, a property owner contacted the Fire Department and asked the City to look at the effect on-street parking had on emergency access within the development. The Fire Department evaluated their ability to maneuver along these streets in November of 2013. Because of an inability to maneuver emergency vehicles within the development due to on-street parking, the Fire Department recommended removing parking on one side of the street along each roadway.

The Traffic Management Team discussed this recommendation at their next meeting and agreed with the Fire Department's recommendation.

Budget & Financial Summary: The "NO PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Map



Proposed Parking Removal in  
University Heights Development

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

**AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 4 “ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS”, E “PARKING REGULATIONS OF CERTAIN DESCRIBED AREAS”, (1) “TRAFFIC SCHEDULE XIV - NO PARKING HERE TO CORNER OR NO PARKING ANYTIME”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

**PART 1:** That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”**, attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

**PASSED, ADOPTED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT “A”**

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, is hereby amended to include the following:

- 1. Davidson Drive and Haverford Road Intersection.** No parking within the intersection of Davidson Drive and Haverford Road or within 50 feet of the intersection measured from the extension of the curb.
- 2. Davidson Drive and Los Portales Drive Intersection.** No parking within the intersection of Davidson Drive and Los Portales Drive or within 50 feet of the intersection measured from the extension of the curb.
- 3. Haverford Road and Los Portales Drive Intersection.** No parking within the intersection of Haverford Road and Los Portales Drive or within 50 feet of the intersection measured from the extension of the curb.
- 4. Haverford Road and Claremont Drive Intersection.** No parking within the intersection of Haverford Road and Claremont Drive or within 50 feet of the intersection measured from the extension of the curb.

- 5. Kenyon Drive and Los Portales Drive Intersection.** No Parking within the intersection of Kenyon Drive and Los Portales Drive or within 50 feet of the intersection measured from the extension of the curb.
- 6. Kenyon Drive and Claremont Drive Intersection.** No parking within the intersection of Kenyon Drive and Claremont Drive or within 50 feet of the intersection measured from the extension of the curb.
- 7. Davidson Drive.**
  - a. No parking on the south/southeast side of Davidson Drive from Holleman Drive South to Claremont Drive.
  - b. No parking on the north/northwest side of Davidson Drive from Holleman Drive South to Haverford Road.
- 8. Haverford Road.**
  - a. No parking on the west/northwest side of Haverford Road from Davison Drive to Claremont Drive.
  - b. No parking on the southeast side of Haverford Road from Claremont Drive to 140 feet southwest of Claremont Drive measured from the extension of the nearest Claremont Drive curb edge through the intersection.
- 9. Keyon Drive.**
  - a. No parking on the southeast side of Keyon Drive from Holleman Drive South to Claremont Drive.
  - b. No parking on the northwest side of Kenyon Drive from Holleman Drive South to 160 feet from the Holleman Drive South measured from the extension of the nearest Holleman Drive pavement edge through the intersection.
  - c. No parking on the northwest side of Kenyon Drive from Claremont Drive to 120 feet from Claremont Drive measured from the extension of the nearest Claremont Drive curb edge through the intersection.
- 10. Los Portales Drive.**
  - a. No Parking on the northeast side of Los Portales Drive from Davidson Drive to Kenyon Drive.
  - b. No parking on the northeast side of Los Portales from Davidson Drive to within 140 feet northwest of Davidson Drive measured from the extension of the nearest Davidson Drive curb edge through the intersection.
- 11. Claremont Drive.** No Parking on the northeast side of Claremont Drive from Davidson Drive to Kenyon Drive.



Legislation Details (With Text)

<b>File #:</b>	14-564	<b>Version:</b>	1	<b>Name:</b>	East District Maintenance Shop Construction Contract
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/3/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action and discussion of construction contract no. 14-307 with JaCody, Inc. in the amount of \$596,871 for construction of an addition to the East District Maintenance Shop, Project No. PK-1101 and the rejection of bid no. 14-002 for the same project.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Project Location Map.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion of construction contract no. 14-307 with JaCody, Inc. in the amount of \$596,871 for construction of an addition to the East District Maintenance Shop, Project No. PK-1101 and the rejection of bid no. 14-002 for the same project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of construction contract no. 14-307 with JaCody, Inc. and rejection of bid no. 14-002.

Summary: The East District Maintenance Shop Project involves the addition of an approximately 3,000 square foot pre-engineered metal building to an existing metal maintenance building located within Veteran's Park and Athletic Complex. Work includes but is not limited to: demolition, site work, foundation, utilities, mechanical, electrical, plumbing, structural systems, masonry, light gauge metal framing, and select finish work. Initially bid as bid no. 14-002, there was a significant difference between the apparent low bidder and next lowest bid. Upon review with the apparent low bidder, there appeared to be areas of confusion in the bid documents that may have influenced the pricing of certain items. The City elected to have the architect clarify the bid documents and rebid the project.

Budget & Financial Summary: The budget for this project is \$1,000,000 and is included in the Parks and Recreation Capital Improvement Projects Fund. A total of \$118,339 has been expended or committed to date, leaving a balance of \$881,661 for construction.

Attachments:

1. Contract No. 14-307 (on file with the City Secretary)

2. Project Location Map

**PK-1101 EAST DISTRICT MAINTENANCE SHOP ADDITION**  
**PROJECT LOCATION MAP**





Legislation Details (With Text)

<b>File #:</b>	14-569	<b>Version:</b>	1	<b>Name:</b>	Ratification of CVB agreements
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/7/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding approval of a resolution ratifying an Event Support Contract Between the City, CVB, Brazos County Expo and the American Quarter Horse Association and a Joinder Agreement the between the City and CVB, and authorizing the City Manager to approve and execute all additional documents related to the 2014 AQHA Youth World Cup Event.				
<b>Sponsors:</b>	Mike Neu				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Event Support Contract fully executed</a> <a href="#">Joinder Agreement</a> <a href="#">Resolution v1 clean 07 08 14</a> <a href="#">Events fund submittal001</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a resolution ratifying an Event Support Contract Between the City, CVB, Brazos County Expo and the American Quarter Horse Association and a Joinder Agreement the between the City and CVB, and authorizing the City Manager to approve and execute all additional documents related to the 2014 AQHA Youth World Cup Event.

Relationship to Strategic Goals: (Select all that apply)

- Diverse Growing Economy

Recommendation(s): Staff recommends the City Council ratify the Resolution, Event Support Contract and Joinder Agreement with B/CS CVB.

Summary: College Station was chosen by the American Quarter Horse Association as the host City for the Youth World Cup Event held July 3-13, 2014. The City designated B/CS CVB to work to bring this event to College Station, and an application was made to establish an Event Trust Fund for this event under the State of Texas Events Trust Fund (Section 5C, Article 5190.14 Vernon's Texas Civil Statutes). The resolution states that AQHA meets all eligibility requirements to establish an Events Trust Fund. The event contract designates B/CS CVB as the local organizing committee for the AQHA event. The joinder agreement specifies that B/CS CVB has the authority to submit and receive payments regarding the Events Trust Fund.

Budget & Financial Summary: The total contribution to the Event Trust Fund is \$82,416 (the estimated incremental increase in tax revenue to the State of Texas as a result of the AQHA event is

\$71,048, and the local match required to establish the Event Trust Fund is \$11,368). The B/CS CVB will pay all expenses including, but not limited to, the local match for the Event Trust Fund and will not approach the City of College Station for reimbursement of those funds at a later date.

Attachments: 1) Resolution [still working on it]; 2) Event Trust Fund Application; 3) Event Support Contract; 4) Joinder Agreement

**EVENT SUPPORT CONTRACT**

**BETWEEN THE BRYAN-COLLEGE STATION CONVENTION AND VISITORS  
BUREAU AND AMERICAN QUARTER HORSE ASSOCIATION**

This Contract is between the City of College Station ("the City"), Bryan-College Station Convention and Visitors Bureau ("BCSCVB"), American Quarter Horse Association ("AQHA") and Brazos County Expo ("Expo") and is effective July 3-13, 2014.

**RECITALS**

- A. The American Quarter Horse Association has selected the City of College Station as the host for the 2014 Youth World Cup (the "Event"). A copy of the selection letter is attached hereto as Attachment A.
- B. Through a joinder agreement dated February 26, 2014 and attached hereto as Attachment B, The City of College Station, requester, delegated the coordination of the application under the Events Trust Fund to BCSCVB.
- C. The joinder agreement also specified that BCSCVB has the authority to submit and receive payments regarding the Events Trust Fund and the 2014 Youth World Cup.

**ARTICLE I  
OBLIGATIONS OF AQHA**

- 1. The AQHA is obligated to perform the following functions necessary to conduct the Event according to AQHA guidelines. These functions will include, but are not limited to:
  - a. Plan the entire multi-day Event, including handling arrangements for the Brazos County Expo facilities, vendor locations, staging areas and other considerations as needed.
  - b. Market the Youth World Cup nationally and internationally to AQHA members and participants.
  - c. Provide an agenda.
  - d. Generally manage the Event.
- 2. The AQHA does hereby name and constitute Dawn Forest its attorney in fact to carry out and perform all of its obligations as set forth in paragraph 1 above.

**ARTICLE II**  
**OBLIGATIONS OF BCSCVB**

1. BCSCVB is obligated make arrangements for the provision of the items listed below. In addition it is to pay all costs for the following items, which include but are not limited to the following:
  - a. Expenses required to successfully and safely conduct the Event
  - b. Rental cost of facilities at the Brazos County Expo Complex
  - c. Transportation costs for transporting participants to Event venues within the Community
  - d. Absorb costs for providing insurance for the Event
  - e. Absorb costs for providing horse care to include grooming supplies, feed, shavings, hay, vet care, transportation and farrier
  - f. Meal costs for the participants to include breakfast, lunch and dinner for the entire length of stay
  - g. Housing costs for Event staff at local hotels to include, judges, announcer, scribes, clinicians and gate stewards
  - h. Website costs for hosting and development
  - i. Cost and creation of souvenir program
  - j. Ancillary office supplies costs that may be needed during Event
  - k. Costs for providing all awards
  - l. Costs for supplying a team supplies gift basket
  - m. Walkie-talkies for Event so communication can be ongoing
  - n. Flags to represent each country that is participating in the Event
  - o. An economic impact study and the consulting fees associated with that study
  - p. Administrative costs associated with the Event Trust Fund process

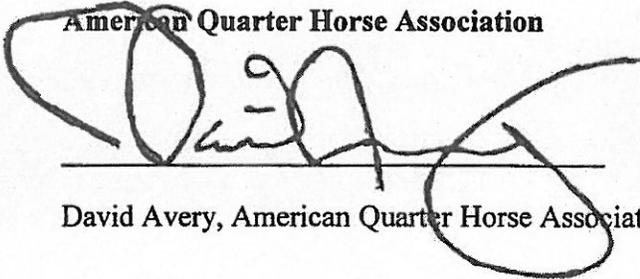
**ARTICLE IV**  
**GENERAL TERMS**

1. Brazos County Expo is recognized by the City, BCSCVB and AQHA as an appropriate service provider for this Event. Through the Services Contract dated July 3, 2014 and attached hereto as Attachment C, the Expo agrees to assume responsibilities and duties related to the Event as outlined in Attachment C and the BCSCVB agrees to pay Expo for the necessary and reasonable expenses required to conduct the Event as outlined in Attachment C.
2. The Expo agrees to submit all supporting documentation for the Event to the BCSCVB within 60 days of the close of the Event. Any requests for additional information will be answered by the Brazos County Expo within 7 days for receiving request.

3. No amendments to this contract shall be effective and binding unless and until it is reduced to writing and signed by a duly authorize representative of all parties.
4. The Recitals are true and correct and incorporated herein.
5. This agreement contains the entire agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

IN WITNESS WHEREOF, THE CITY, BCSCVB, AQHA AND BRAZOS COUNTY EXPO have entered into this Agreement.

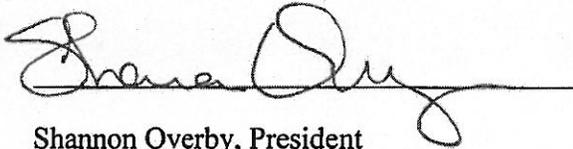
**American Quarter Horse Association**



A handwritten signature in black ink, appearing to read "David Avery", is written over a horizontal line. The signature is stylized and cursive.

David Avery, American Quarter Horse Association

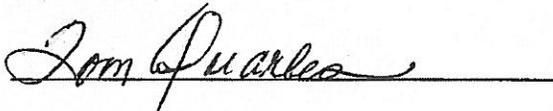
**Bryan-College Station Convention and Visitors Bureau**



A handwritten signature in black ink, appearing to read "Shannon Overby", is written over a horizontal line. The signature is cursive.

Shannon Overby, President

**Brazos County Expo**



A handwritten signature in black ink, appearing to read "Tom Quarles", is written over a horizontal line. The signature is cursive.

Tom Quarles, General Manager

**The City of College Station**



A handwritten signature in black ink, appearing to read "Kelly Templin", is written over a horizontal line. The signature is cursive.

Kelly Templin, City Manager

February 26, 2014

AMERICAN  
QUARTER  
HORSE  
ASSOCIATION

Dear Mayor Nancy Berry,

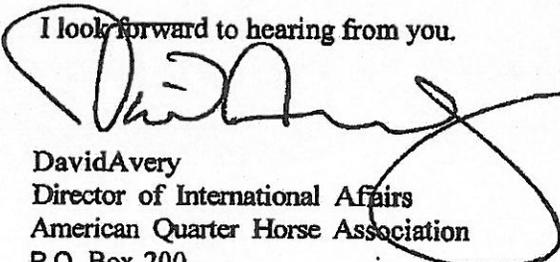
I would like to extend my congratulations to the City of College Station and the Bryan-College Station Convention and Visitors Bureau. Following a thorough site visit conducted by the Bryan-College Station Convention and Visitors Bureau, AQHA's Executive Committee accepted your bid to host the AQHA Youth World Cup 2014.

I would like your thoughts on how we share this exciting news to our International community. Any suggestions/recommendations will be greatly appreciated.

Also I would like to thank everyone for their letters of support, encouragement and involvement with this event. Without the help of our loyal supporters who so graciously volunteer (to many to name) this undertaking would not become reality. Together we have seen the impact the YWC has had on youngsters who share the emotion of our horse.

In my opinion to experience the Youth World Cup is unforgettable from judging in Italy to being AQHA staff member each memory I cherish.

I look forward to hearing from you.



David Avery  
Director of International Affairs  
American Quarter Horse Association  
P.O. Box 200  
Amarillo, TX 79168  
(806) 376-4811  
Fax (806) 349-6408

## JOINDER AGREEMENT

This Joinder Agreement effective 06/27, 2014, is by and between the Bryan-College Station Convention and Visitor's Bureau ("BCSCVB") and the City of College Station ("City").

Whereas, College Station has been chosen by the American Quarter Horse Association as the host City for the 2014 Youth World Cup Event to be held July 3 – 13, 2014; and

Whereas, the City has designated the Bryan-College Station Convention and Visitor's Bureau as the Local Organizing Committee to work to bring this event to College Station.

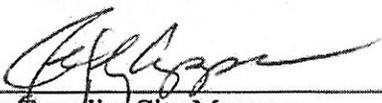
Whereas, an application was made to establish an Event Trust Fund for this event under the Events Trust Fund (Section 5C, Article 5190.14 Vernon's Texas Civil Statutes); and

Whereas, it is in the best interest of all parties for one entity to be designated and the coordinating entity for this event.

Now, therefore the parties agree as follows:

1. BCSCVB is designated as the Local Organizing Committee (LOC) and will be coordinating the application for funding for the 2014 American Quarter Horse Association Youth World Cup Event under the Events Trust Fund for the City of College Station.
2. The BCSCVB will have the authority to submit and receive payments regarding the Events Trust Fund and the 2014 American Quarter Horse Association Youth World Cup Event.
3. The BCSCVB will pay all expenses including, but not limited to, the Local Match for the Events Trust Fund and will not approach the City of College Station for reimbursement of those funds at a later date.
4. The BCSCVB hereby releases and holds harmless the City, its officers, agents, officials, and employees from any and all claims or causes of action, known or unknown, that may arise from this agreement or from the 2014 American Quarter Horse Association Youth World Cup Event.
5. Any changes to this agreement shall be in writing and approved by both parties.
6. Each person signing this Agreement on behalf of each party has been properly authorized to sign this Agreement.

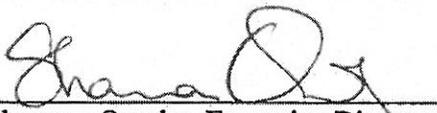
City of College Station

  
\_\_\_\_\_  
Kelly Templin, City Manager

June 27, 2014

Date

Bryan-College Station Convention and  
Visitor's Bureau

  
\_\_\_\_\_  
Shannon Overby, Executive Director

June 26, 2014

Date

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, (CITY) RATIFYING THE EVENT SUPPORT CONTRACT BETWEEN THE CITY, BRYAN-COLLEGE STATION CONVENTION AND VISITORS BUREAU (CVB), THE BRAZOS COUNTY EXPO, AND THE AMERICAN QUARTER HORSE ASSOCIATION (AQHA) (EVENT SUPPORT AGREEMENT); RATIFYING THE JOINDER AGREEMENT BETWEEN THE CVB AND THE CITY (JOINDER AGREEMENT); AND AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE ON BEHALF OF THE CITY ANY ADDITIONAL DOCUMENTS RELATED TO THE 2014 AQHA YOUTH WORLD CUP EVENT.**

**WHEREAS**, on February 26, 2014, the AQHA accepted a proposal submitted by CVB on behalf of the City to host the AQHA Youth World Cup Event (Event) in College Station, Texas, on July 4-13, 2014; and

**WHEREAS**, on March 7, 2014, the CVB, on behalf of the City, submitted an Events Trust Fund application to the Texas Comptroller of Public Accounts to establish an Events Trust Fund for the Event pursuant to VERNON'S TEX. CIV. ST. Art. 5190.14 (Trust); and

**WHEREAS**, on April 4, 2014, the State Comptroller notified the City that an Events Trust will be established for the Event in the amount of \$82,416, which requires \$11,368 of that amount to be a local match; and

**WHEREAS**, on June 27, 2014, through the Joinder Agreement, the CVB agreed to pay all expenses related to the Event including, but not limited to, the full amount of the local match required for the Trust; and

**WHEREAS**, in order to timely meet the State's requirements to establish the Trust, the City Manager executed the Joinder Agreement and Event Support Agreement on behalf of the City; now, therefore,

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

- PART 1:** That the City Council duly ratifies and approves the Joinder Agreement and Event Support Agreement.
- PART 2:** That the City Council hereby authorizes the City Manager to approve and execute on behalf of the City any additional documents related to the Event.
- PART 3:** That the City reviewed the Event and found that the Event meets all eligibility requirements as listed in VERNON'S TEX. CIV. ST. Art. 5190.14.

**PART 4:** That the City Council hereby determines that the local match funding required for the Trust will be met by the CVB through the terms of the Joinder Agreement.

**PART 5:** That this resolution shall take effect immediately from and after its passage.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

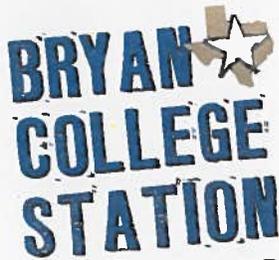
**APPROVED:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

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



CONVENTION AND  
VISITORS BUREAU

MEET · PLAY · VISIT

March 7, 2014

Deputy Comptroller  
Comptroller of Public Accounts  
111 East 17<sup>th</sup> Street  
Austin, TX 78774

Dear Deputy Comptroller:

On behalf of the City of College Station, the Bryan-College Station Convention and Visitors Bureau would like to submit the attached proposal for the Events Trust Fund.

Based on a pre-selection site visit by the American Quarter Horse Association the Opening Ceremonies and Awards Ceremony will take place in College Station at the new Texas A&M Equestrian Center on July 4, 2014, and the Hilton College Station on July 13, 2014, respectively. The other events in between these events will take place at the Brazos County Expo, July 4-12, 2014. Spectators will stay in College Station hotels and the participants will stay at the Traditions Dorms, private dorms across the street from Texas A&M University in College Station.

We are excited to work on behalf of the City of College Station and to work with the American Quarter Horse Association in hosting this event. We pride ourselves in hosting high quality events and welcoming people from around the world to the great State of Texas.

If you have any questions regarding this proposal, please do not hesitate to contact me at your convenience. I can be reached by phone at 979/260-9898 or by email at [Kindra@bcscvb.org](mailto:Kindra@bcscvb.org). Again thank you for your consideration.

Kind Regards,

Kindra R. Fry  
Vice President of Sales & Marketing  
Bryan-College Station Convention & Visitors Bureau

VISITAGGIELAND.COM

715 University Drive East, College Station, TX 77840 T. 800.777.8292 · P. 979.260.9898 · F. 979.260.9800



## Request Worksheet to Establish an Events Trust Fund

Please submit this informational worksheet with your official request to establish an events trust fund.

This worksheet is STEP 2 in the process to establish an Event Trust Fund – Requesting that the Comptroller determine the incremental tax increase of an event. Must be received by the agency not less than 120 days prior to the event. Please submit to:

Deputy Comptroller  
Comptroller of Public Accounts  
111 E. 17th Street  
Austin, TX 78774

### SECTION 1: Endorsing Municipality or County

College Station

Endorsing City or County

Nancy Berry

City or County Contact (officer or employee available to answer any/all follow-up questions)

nberry@cstx.gov

Contact email

979/764-3541

Contact phone (area code and phone number)

Has the Endorsing City or County reviewed the event and found that it meets all eligibility requirements, as listed in VCTS 5190.14?

Yes  No

Has the Endorsing City or County determined that it will contribute local funding ("local match") to the Events Trust Fund, if established?

Yes  No

### SECTION 2: Local Organizing Committee

Has the City or County authorized a Nonprofit Local Organizing Committee to enter into an agreement with the Site Selection Organization to host the event on behalf of the City or County?

Yes  No

If "YES," provide the following information for the LOCAL ORGANIZING COMMITTEE:

Bryan-College Station Convention & Visitors Bureau

Local Organizing Committee (LOC) designated in the official request letter

Is the LOC a registered non-profit corporation?

Yes  No

71-091631-5

LOC Tax Payer ID#

Brazos Valley Convention & Visitors Bureau dba Bryan-College Station Convention & Visitors Bureau

Complete Business Name

## SECTION 2: Local Organizing Committee (continued)

Kindra R. Fry

LOC Contact Name

kindra@bcscvb.org

Contact email

979/260-9898

Contact phone (area code and phone number)

If "NO," The City or County must directly enter into the event hosting agreement with the site selection organization.

**NOTE:** If your ETF request is approved, the Event Support / Event Hosting AGREEMENT will be required for submittal to receive reimbursement.

## SECTION 3: Site Selection Organization

American Quarter Horse Association

Site Selection Organization

David Avery

City or County Contact (officer or employee available to answer follow-up questions – if different from above listed contacts)

DAvery@aqha.org

Contact email

806/376-4811

Contact phone (area code and phone number)

The Comptroller's office reserves the right to contact the Site Selection Organization or any other organization directly related to this event.

## SECTION 4: Event Information

American Quarter Horse Youth World Cup

Official Event Name

Brazos County Expo

Venue

www.ywc2014.com

Event Website

Location of this event the previous five years:

**1** 2012 - Kreuth, Germany

**2** 2010 - Oklahoma City, Oklahoma

**3** 2008 - London, Ontario, Canada

**4** 2006 - Amarillo, Texas

**5** 2004 - Dubbo, NSW Australia

Source of information: American Quarter Horse Assoc.

**SECTION 4: Event Information (continued)**

July 4, 2014 First Day of Activities	July 13, 2014 Last Day of Activities	July 4-13, 2014 Date of the PRIMARY Event
1,171	830	
Anticipated TOTAL attendance at the PRIMARY event	Anticipated Out of State Attendance at the PRIMARY Event	

The Comptroller is required by statute to collect from the requestor and then evaluate the actual attendance figures for an ETF event. After this event has concluded you will need to offer final attendance figures. How do you plan on calculating these figures?

We plan to document attendance through official entries for Teams with names & numbers. We will use documentation of horses & owners. Also, thorough meal tickets and hotel blocks/pick up for supporters/spectators and finally program sales.

**SECTION 5: Checklist**

**ETF Checklist of documents required to issue an Estimate of Incremental Taxes.**

- ETF Request Worksheet.
- SELECTION Letter CLEARLY indicating a highly competitive selection process, and that the selection was based on an application by the endorsing city, county or local organizing committee. This selection letter should clearly indicate the selected LOC, the selected municipality, and the event date. The date must match the requested event date.
- REQUEST Letter CLEARLY indicating the municipality or county's endorsement of the event; names the LOC and the municipality or county's contact; and matches up with the Selection Letter.
- Economic information allowing the Comptroller to make a determination as to the incremental tax increase to the State of Texas.
- Affidavit signed by each endorsing city, county and/or LOC.
- Affidavit signed by party(ies) providing economic data to support this request.

**You will be notified of the Estimate of Incremental Taxes following the completion of the agency's review, typically within 30 days of submission.**

Signature and title of submitter (submitter should have authority to represent the Endorsing City or County as it regards this request)

Kindra King  
Signature

Vice President of Sales & Marketing  
Title

February 26, 2014

AMERICAN  
QUARTER  
HORSE  
ASSOCIATION

Dear Mayor Nancy Berry,

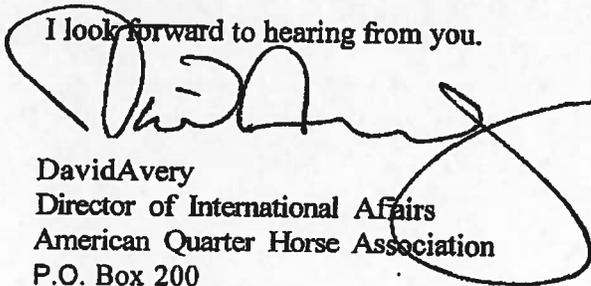
I would like to extend my congratulations to the City of College Station and the Bryan-College Station Convention and Visitors Bureau. Following a thorough site visit conducted by the Bryan-College Station Convention and Visitors Bureau, AQHA's Executive Committee accepted your bid to host the AQHA Youth World Cup 2014.

I would like your thoughts on how we share this exciting news to our International community. Any suggestions/recommendations will be greatly appreciated.

Also I would like to thank everyone for their letters of support, encouragement and involvement with this event. Without the help of our loyal supporters who so graciously volunteer (to many to name) this undertaking would not become reality. Together we have seen the impact the YWC has had on youngsters who share the emotion of our horse.

In my opinion to experience the Youth World Cup is unforgettable from judging in Italy to being AQHA staff member each memory I cherish.

I look forward to hearing from you.



David Avery  
Director of International Affairs  
American Quarter Horse Association  
P.O. Box 200  
Amarillo, TX 79168  
(806) 376-4811  
Fax (806) 349-6408



March 7, 2014

Deputy Comptroller  
Comptroller of Public Accounts  
111 East 17<sup>th</sup> Street  
Austin, Texas 78774

Dear Deputy Comptroller:

The City of College Station is very excited to announce that we have been selected by the American Quarter Horse Association to host the 2014 Youth World Cup in July of 2014. With that said, the City of College Station would like to establish an Events Trust Fund for this event with the State of Texas. Please allow this letter to serve as our request to establish the Events Trust Fund.

The Bryan-College Station Convention and Visitors Bureau will serve as our Local Organizing Committee for this event. As such, the City of College Station would like for the Bryan-College Station Convention and Visitors Bureau to act on our behalf in our efforts to submit the necessary paperwork for the Events Trust Fund to be established.

It is our understanding that this proposal will help us offset costs related to hosting the 2014 American Quarter Horse Youth World Cup held July 3-13, 2014.

This is not the first time this event has been held in Texas which is a statement to the quality events we hold in our community and State, and we believe the State will be economically impacted positively by the events.

Sincerely,

Nancy Berry  
Mayor

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**Economic Impact Study of the  
2014 AQHA Youth World Cup**

July 3 - 13, 2014 in College Station, Texas

Submitted for consideration under the Events Trust Fund by:

Don Hoyte, Ph.D.  
**TexasTrustFunds.com**  
10704 Scotland Well Drive  
Austin, Texas 78750

On behalf of

**The Bryan-College Station Convention & Visitors Bureau and  
the Youth World Cup Local Organizing Committee**

February 28, 2014

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**TEXASTRUSTFUNDS.COM**



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## **Event Background**

The American Quarter Horse Association's Youth World Cup is an international event held every two years and hosted by a different country each time. The AQHA Youth World Cup was last held in 2010 in the U.S. at Oklahoma City while the most recent competition was in 2012 hosted in Kreuth, Germany. The 2008 competition was in London, Ontario, Canada, the 2006 event was in Amarillo, Texas and the 2004 competition was held in Dubbo, New South Wales, Australia.

In 2012, 16 teams from Australia, Austria, Belgium, Canada, the Czech Republic, Denmark, the Dominican Republic, Germany, Israel, Italy, Luxemburg, the Netherlands, New Zealand, Norway, Switzerland and the United States participated, but in 2014, a total of 19 countries are expected to be represented.

In 2014 as the result of a competitive selection process, youth competitors from around the world will flock to Bryan/College Station, Texas, from July 3 to 13 for the international showdown that will be the 2014 American Quarter Horse Youth World Cup.

Throughout the competition, each country rides for gold medals in cutting, reining, horsemanship, western pleasure, trail, western riding, hunt seat equitation, hunter under saddle and showmanship. But the Youth World Cup is more than just a competition – it offers a chance for international American Quarter Horse enthusiasts to learn from the industry's leading riders and trainers.

While at the event, five youth plus one coach and manager from each country take part in educational seminars, discipline clinics, leadership training and, finally, competition. Five additional youth from each country are invited by each international affiliate to attend the education and leadership portion of the week's events and to cheer on their teammates for a total of 12 persons from each country.

To level the playing field, competing Youth World Cup team members do not show their own horses. The host country provides each team's horses for clinics and competition. AQHA relies heavily on AQHA Professional Horsemen and owners to supply this event with the best American Quarter Horses around. It is expected that about 90 percent of the horse owners will be from Texas.

The riders, coach and manager representing the high-point team, crowned at the end of the event, receive buckles. The riders, coach and manager of the reserve high-point team will receive spurs. High-point and reserve high-point riders in each event will also receive buckles and spurs, respectively, for their performances. At the opening event, competitors exchange gifts and coaches will draw for their teams' horses.

In addition to tours of world-class equine facilities during the Youth World Cup in Texas, AQHA has several other tours planned, including visits to the George Bush Presidential Library

**TEXASTRUSTFUNDS.COM**

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and Museum and to the home of Texas' favorite ice cream, Blue Bell Creameries in Brenham, Texas.

Throughout the competition, each country will ride for gold medals in cutting, reining, horsemanship, western pleasure, trail, western riding, hunt seat equitation, hunter under saddle and showmanship. Medallions will be awarded through 10th place, and every ride counts.

And riders and teams aren't the only groups recognized at the Youth World Cup: The high-point and reserve high-point horses, and their owners, receive prestigious honors.

In 2012 a renown panel of international experts judged the competition including Sylvia Katschker of Austria and Sylvia Jackle of Germany. The AQHA judges who judged the cutting at the event included Jan Boogaerts of Belgium and Hans Kuhn of Germany.

Table 1 presents the expected schedule of events and the attendance of competitors, out-of-state staff and judges, horse owners and family/guests.<sup>1</sup>

**Table 1**  
**Estimated Attendance**  
**2014 AQHA Youth World Cup**

July 3 - 13, 2014 in Bryan/College Station, Texas

<u>Date</u>	<u>Event Schedule</u>	<u>Competitors, Coaches &amp; Managers</u>	<u>Staff &amp; Judges (OOS)</u>	<u>Horse Owners</u>	<u>Family Members</u>	<u>OOS Family &amp; Owners</u>
3-Jul	Teams Arrive	228	20	95	779	686
4-Jul	Horse Selection	228	20	95	779	686
5-Jul	Clinic-Practice	228	20	95	779	686
6-Jul	Clinic-Practice	228	20	95	779	686
7-Jul	Cutting Competition	228	20	95	779	686
8-Jul	Clinic-Practice	228	20	95	779	686
9-Jul	Clinic-Practice	228	20	95	779	686
10-Jul	Horse Show	228	20	95	779	686
11-Jul	Reining Competition	228	20	95	779	686
12-Jul	Horse Show	228	20	95	779	686
13-Jul	Awards Brunch-Depart	228	20	95	779	686

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## Total Economic Gain

The economic gain from events such as the AQHA Youth World Cup, which bring in competitors, support personnel and fans to Texas are significant for the state and for the local economy. When calculated correctly, this "gain" is not merely the dollars that Texans might have otherwise spent in the state, but it represents a true addition to the local and state economy by bringing in expenditures from outside the state.

For the 2014 AQHA Youth World Cup, this gain to Texas and Bryan/College Station is pegged at nearly \$1.8 million (Table 2):

Table 2  
**Expenditure and Impact Summary for the  
2014 AQHA Youth World Cup**

July 3 - 13, 2014 in Bryan/College Station, Texas

Total Room nights	3,558
Hotel Expenditure	\$425,000
Food and Beverage	\$431,000
Entertainment & Shopping	\$610,000
Other Expenditures & Tips	\$310,000
<b>Total Economic Impact</b>	<b>\$1,776,000</b>

In total Texas should realize a gain in filling more than 3,500 hotel rooms and see a net expenditure gain of more than \$425,000 in hotel revenues to the state of Texas.

## Event Trust Fund Tax Gain

In 2009 the Texas legislature established the Events Trust Fund to assist in attracting to Texas or retaining in Texas sporting events that could well be held or moved outside the state. The provisions of this law allow the Comptroller to deposit into a trust fund established for a qualifying event the amount of state hotel, sales and use, motor vehicle rental and alcohol taxes that can be attributed to the incremental gain in economic activity to the state from hosting the event. To qualify for reimbursement from the Trust Fund, the local sponsoring municipality or County must contribute matching tax revenues received from hosting the event at the rate of \$1 local tax dollar for every \$6.25 in state tax contributions.

Table 3 sets out the assumptions and calculations used to estimate the incremental tax gain to the state and to the cities of Bryan and College Station from hosting the 2014 AQHA Youth

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World Cup for the taxes allowed to be deposited into the fund under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes.

In total, the event is estimated to generate \$105,697 in state tax revenues. The total local tax gain to the cities of Bryan and College Station is estimated to reach \$44,994 of which \$16,912 would need to be deposited by the Local Organizing Committee into the trust fund to fully match state contributions for a total Trust Fund level of \$122,609.

Table 3  
**State and Local Expenditure and Tax Summary for the  
 2014 AQHA Youth World Cup**

July 3 - 13, 2014 in Bryan/College Station, Texas

**Hotel Expenditures**

	Competitors, Coaches & Managers	Staff & Volunteers (OOS)	OOS Family & Owners <sup>2</sup>
Persons/ hotel room	2.00	1.00	2.40
Percent Staying in hotel	100%	100%	95%
Hotel Cost rm/night <sup>3</sup>	\$60.00	\$125.00	\$103.94

Day	Date				State Tax	Local Tax
1	3-Jul	\$6,840	\$2,500	\$28,219	\$2,254	\$3,380
2	4-Jul	\$6,156	\$2,500	\$28,219	\$2,213	\$3,319
3	5-Jul	\$6,156	\$2,500	\$28,219	\$2,213	\$3,319
4	6-Jul	\$6,156	\$2,500	\$28,219	\$2,213	\$3,319
5	7-Jul	\$6,156	\$2,500	\$28,219	\$2,213	\$3,319
6	8-Jul	\$6,156	\$2,500	\$28,219	\$2,213	\$3,319
7	9-Jul	\$6,156	\$2,500	\$28,219	\$2,213	\$3,319
8	10-Jul	\$6,156	\$2,500	\$28,219	\$2,213	\$3,319
9	11-Jul	\$6,156	\$2,500	\$28,219	\$2,213	\$3,319
10	12-Jul	\$6,156	\$2,500	\$28,219	\$2,213	\$3,319
11	13-Jul	\$0	\$0	\$0	\$0	\$0
				<b>Total Tax</b>	<b>\$22,166</b>	<b>\$33,249</b>

**Food & Bev.  
Expenditures<sup>4</sup>:**

Day	Date	Competitors, Coaches & Managers	Staff & Volunteers (OOS)	OOS Family & Owners	State Tax	Local Tax
1	3-Jul	\$3,990	\$350	\$16,787	\$1,320	\$211
2	4-Jul	\$7,980	\$700	\$33,575	\$2,641	\$423
3	5-Jul	\$7,980	\$700	\$33,575	\$2,641	\$423
4	6-Jul	\$7,980	\$700	\$33,575	\$2,641	\$423
5	7-Jul	\$7,980	\$700	\$33,575	\$2,641	\$423
6	8-Jul	\$7,980	\$700	\$33,575	\$2,641	\$423
7	9-Jul	\$7,980	\$700	\$33,575	\$2,641	\$423
8	10-Jul	\$7,980	\$700	\$33,575	\$2,641	\$423
9	11-Jul	\$7,980	\$700	\$33,575	\$2,641	\$423
10	12-Jul	\$7,980	\$700	\$33,575	\$2,641	\$423
11	13-Jul	\$3,990	\$350	\$16,787	\$1,320	\$211
				<b>Total Tax</b>	<b>\$26,409</b>	<b>\$4,225</b>



Table 3, continued  
**State and Local Tax and Expenditure Summary for the  
 2014 AQHA Youth World Cup**  
 July 3 - 13, 2014 in Bryan/College Station, Texas

**Entertainment &  
Shopping:**

Day	Date	Competitors, Coaches & Managers	Staff & Volunteers (OOS)	OOS Family & Owners	State Tax	Local Tax
1	3-Jul	\$7,307	\$641	\$21,983	\$1,871	\$299
2	4-Jul	\$14,615	\$1,282	\$43,966	\$3,741	\$599
3	5-Jul	\$14,615	\$1,282	\$43,966	\$3,741	\$599
4	6-Jul	\$14,615	\$1,282	\$43,966	\$3,741	\$599
5	7-Jul	\$14,615	\$1,282	\$43,966	\$3,741	\$599
6	8-Jul	\$14,615	\$1,282	\$43,966	\$3,741	\$599
7	9-Jul	\$14,615	\$1,282	\$43,966	\$3,741	\$599
8	10-Jul	\$14,615	\$1,282	\$43,966	\$3,741	\$599
9	11-Jul	\$14,615	\$1,282	\$43,966	\$3,741	\$599
10	12-Jul	\$14,615	\$1,282	\$43,966	\$3,741	\$599
11	13-Jul	\$7,307	\$641	\$21,983	\$1,871	\$299
<b>Total Tax</b>					<b>\$37,414</b>	<b>\$ 5,687</b>

**State Mixed Beverage  
Tax:**

Day	Date	Competitors, Coaches & Managers	Staff & Volunteers (OOS)	OOS Family & Owners	State Tax	Local Tax
1	3-Jul	\$133	\$140	\$4,801	\$558	\$59
2	4-Jul	\$266	\$280	\$9,603	\$1,116	\$118
3	5-Jul	\$266	\$280	\$9,603	\$1,116	\$118
4	6-Jul	\$266	\$280	\$9,603	\$1,116	\$118
5	7-Jul	\$266	\$280	\$9,603	\$1,116	\$118
6	8-Jul	\$266	\$280	\$9,603	\$1,116	\$118
7	9-Jul	\$266	\$280	\$9,603	\$1,116	\$118
8	10-Jul	\$266	\$280	\$9,603	\$1,116	\$118
9	11-Jul	\$266	\$280	\$9,603	\$1,116	\$118
10	12-Jul	\$266	\$280	\$9,603	\$1,116	\$118
11	13-Jul	\$133	\$140	\$4,801	\$558	\$59
<b>Total Tax</b>					<b>\$11,163</b>	<b>\$1,121</b>



Table 3, continued  
**State and Local Tax and Expenditure Summary for the  
 2014 AQHA Youth World Cup**

July 3 - 13, 2014 in Bryan/College Station, Texas

**Title 5 ABC State Tax<sup>5</sup>**

Day	Date	Competitors, Coaches & Managers	Staff & Volunteers (OOS)	OOS Family & Owners	State Tax	Local Tax
1	3-Jul	\$133	\$140	\$4,801	\$130	\$ -
2	4-Jul	\$266	\$280	\$9,603	\$260	\$ -
3	5-Jul	\$266	\$280	\$9,603	\$260	\$ -
4	6-Jul	\$266	\$280	\$9,603	\$260	\$ -
5	7-Jul	\$266	\$280	\$9,603	\$260	\$ -
6	8-Jul	\$266	\$280	\$9,603	\$260	\$ -
7	9-Jul	\$266	\$280	\$9,603	\$260	\$ -
8	10-Jul	\$266	\$280	\$9,603	\$260	\$ -
9	11-Jul	\$266	\$280	\$9,603	\$260	\$ -
10	12-Jul	\$266	\$280	\$9,603	\$260	\$ -
<b>Total Tax</b>					<b>\$2,468</b>	<b>\$0</b>

**Vehicle Rental Tax:**

Percent Renting Cost per Day <sup>6</sup>	Day	Date	Competitors, Coaches & Managers	Staff & Volunteers (OOS)	OOS Family & Owners	State Tax	Local Tax
5%			\$62.92	50%	25%	\$0	\$0
				\$62.92	\$62.92		
	1	3-Jul	\$378	\$629	\$623	\$163	\$ -
	2	4-Jul	\$378	\$629	\$623	\$163	\$ -
	3	5-Jul	\$378	\$629	\$623	\$163	\$ -
	4	6-Jul	\$378	\$629	\$623	\$163	\$ -
	5	7-Jul	\$378	\$629	\$623	\$163	\$ -
	6	8-Jul	\$378	\$629	\$623	\$163	\$ -
	7	9-Jul	\$378	\$629	\$623	\$163	\$ -
	8	10-Jul	\$378	\$629	\$623	\$163	\$ -
	9	11-Jul	\$378	\$629	\$623	\$163	\$ -
	10	12-Jul	\$378	\$629	\$623	\$163	\$ -
<b>Total Tax</b>					<b>\$1,629</b>	<b>\$0</b>	

**Other Expend.:**

Event Presentation Costs	\$179,624	Tax:	\$4,447	\$711
<b>Total Taxes</b>			<b>\$105,697</b>	<b>\$44,994</b>
Required Local Tax match			\$16,912	
<b>Total Event Trust Fund</b>			<b>\$122,609</b>	

The costs of presenting the 2014 AQHA Youth World Cup are estimated in Table 4.

**Table 4**  
**Event Presentation Expenditures (NEI)\***  
**2014 AQHA Youth World Cup**

	Total Expenditure	State Tax
Facility Cost	\$45,000	
Insurance	\$1,500	
Horse Cost	\$62,779	\$625
Water at Event	\$2,500	\$156
Judges	\$3,000	
Announcer	\$1,500	
Scribes	\$900	
Clinicians	\$3,500	
Gate Stewards	\$900	
Transportation	\$16,000	\$1,038
Website	\$3,000	\$188
Program & Office Supplies	\$3,000	\$188
Advertising	\$1,000	\$63
Awards	\$24,600	\$1,538
Team & Volunteer gifts	\$6,400	\$400
Misc Rental	\$4,045	\$253
<b>Total</b>	<b>\$179,624</b>	<b>\$4,447</b>

\*Not Elsewhere Included

Since expenses for this event will clearly exceed the tax revenue gain generated under the trust funds (note, Table 4 does not include hotel and meal costs for staff and judges), this report requests that the Comptroller of Public Accounts approve establishing a Trust Fund for this event under Section 5c of Article 5190.14 Vernon's Texas Civil Statutes to receive a maximum of \$105,697 in state tax contributions when matched by \$16,912 in tax contributions by the local organizing committee.

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**Appendix A**  
**Event Award Letter**

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February 26, 2014

AMERICAN  
QUARTER  
HORSE  
ASSOCIATION

Dear Kindra and Dawn,

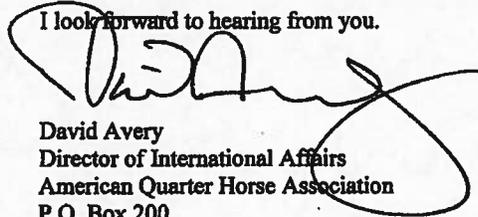
I would like to extend my congratulations to Bryan College Station Convention and Visitors Bureau; AQHA's Executive Committee accepted your bid to host the AQHA Youth World Cup 2014.

I would like your thoughts on how we share this exciting news to our International community. Any suggestions/recommendations will be greatly appreciated.

Also I would like to thank everyone for their letters of support, encouragement and involvement with this event. Without the help of our loyal supporters who so graciously volunteer (to many to name) this undertaking would not become reality. Together we have seen the impact the YWC has had on youngsters who share the emotion of our horse.

In my opinion to experience the Youth World Cup is unforgettable from judging in Italy to being AQHA staff member each memory I cherish.

I look forward to hearing from you.



David Avery  
Director of International Affairs  
American Quarter Horse Association  
P.O. Box 200  
Amarillo, TX 79168  
(806) 376-4811  
Fax (806) 349-6408

P.O. Box 200, Amarillo, Texas 79168 • 1600 Quarter Horse Drive, Amarillo, Texas 79104 • 806-376-4811 • [www.aqha.com](http://www.aqha.com)

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TEXAS TRUST FUNDS.COM



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<sup>1</sup> Total out-of-state family and horse owners is determined based on each owner being accompanied by one family member or guest but with only 10 percent of owners and guests estimated to come from outside Texas. Each competitor, coach and manager is expected to be accompanied by three family/guests. Since only one of the 19 teams expected to participate will be from the U.S., at most U.S. entries make up only 5 percent of all competitors participating. If Texans comprise 50% of the U.S. team (a very unlikely possibility), then Texas would only account for 2.5 percent of all competitors. A more likely scenario is for Texans to make up well under 2 percent of all competitors, coaches and managers. Out-of-state family and friends/guests reflect these proportions.

<sup>2</sup> Based on three persons per group for families of competitors with 25% of groups renting two rooms.

<sup>3</sup> Contract for competitors to stay in local hotel facilities for \$30/ night each (plus tax) and for staff at \$125 per night per room. Rate for out of state horse owners based on the average contracted rate at nine area hotels with rooms blocked for the event by Bryan/College Station Convention and Visitors Bureau.

<sup>4</sup> Estimate of \$35 per person per day for three meals daily for competitors and staff at event.

<sup>5</sup> In general, Table 3 applies statutory tax rates to relevant expenditures in order to derive tax gains under the event trust fund. However since the Alcoholic Beverage Tax is a complex tax levied on the basis of the alcohol content of various beverages by volume, the estimate of that tax in Table 3 is based on a derived value-based percentage linking revenue from the Alcoholic Beverage Tax to mixed beverage tax sales. Specifically, in the January 2013 Biennial Revenue Estimate prepared by the Comptroller of Public Accounts, the estimated tax gain during the next biennium for the Mixed beverage tax is \$1,624 million (see page 17). The estimated gain from the other Alcoholic Beverage taxes is estimated at \$416 million or roughly a quarter of the tax raised by the state under the Mixed Beverage Tax. Accordingly, Table 3 applies the statutory tax rate of 11 percent to the value of mixed beverages as described in law and approximates the alcoholic beverage tax gains as being 2.56 percent of the value of mixed beverages which raises about a quarter of mixed tax raised by the state under the mixed beverage tax for this event. Since there is no local tax component to the alcoholic beverage tax, no estimate for this is included in Table 3.

<sup>6</sup> The average of the lowest prices for a full-size car at Bush International Airport from July 11-12, 2014 charged by 9 different rental companies. See:  
[http://houstonairportcarrental.net/resultsondemand.html?search\\_uuid=houston-george-bush-airport%7Chouston-george-bush-airport%7C20140711T0900%7C20140712T0900%7CUS%7C25%7CZ%7CN](http://houstonairportcarrental.net/resultsondemand.html?search_uuid=houston-george-bush-airport%7Chouston-george-bush-airport%7C20140711T0900%7C20140712T0900%7CUS%7C25%7CZ%7CN)



**Affidavit to be COMPLETED by any/all Municipality, County, and/or LOC endorsing a Major Events Trust Fund, Events Trust Fund, or Motor Sports Trust Fund**

**AFFIDAVIT**

*(Affidavit to be signed and sworn (notarized) by each Endorsing Municipality, Endorsing County, and Local Organizing Committee (if applicable))*

I, Nancy Berry, an authorized representative of: City of College Station, a [local organizing committee (nonprofit corporation), endorsing municipality or endorsing county] (circle one) ("Requestor") that is receiving funding through the Major Events Trust Fund, Events Trust Fund, or Motor Sports Trust Fund ("the Act"), hereby swear and affirm that, to the best of my knowledge, the Requestor has designed and implemented internal controls, processes and procedures to help the Requestor ensure that the Requestor and its use of these funds complies with all applicable laws, rules, and written guidance from the Texas Comptroller's office. I further swear and affirm that I, or my duly authorized employee, representative, or agent, have reviewed the information, and that all of the statements made and information provided therein, including statements made and information provided in any attachments are true, complete, and correct to the best of my knowledge. All other information submitted as part of this request for participation is being represented by me as true and correct, and I am unaware of any information contained therein that is false, misleading, or fraudulent. Information provided includes but is not limited to:

- (1) a letter from the municipality or county requesting participation in the trust fund program and signed by a person authorized to bind the municipality or county;
- (2) a letter from the site selection organization on organization letterhead selecting the site in Texas;
- (3) an economic impact study or other data sufficient for the Comptroller's office to make the determination of the incremental increase in tax revenue associated with hosting the event in Texas, including a listing of any data for any related activities;
- (4) a Request Worksheet to Establish an Events Trust Fund form and any attachments; and
- (5) an Event Support Contract (if available - else due no later than date of event's first activities).

I understand that I am receiving funding under the Act for the purposes of facilitating this event: 2014 American Quarter Horse Youth World Cup on these dates: July 4-13, 2014

I understand that non-compliance with reporting requirements could be treated as a violation of the statute and/or program rules resulting in the possible withholding of disbursement funding.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to provide information about event expectations, performance, and expenses that are true and accurate to the best of my knowledge and ability. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the Texas State Auditor's Office at 1-800-892-8348. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Nancy Berry  
Affiant Signature  
Mayor - City of College Station  
Title and Name of Organization

Nancy Berry  
Printed Name  
February 26, 2014  
Date

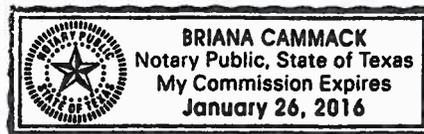
Sworn and subscribed before me by the said

Briana Cammack  
(Printed Name of Recipient's Authorized Representative)

this 28<sup>th</sup> day of February, 2014

Notary Public, State of Texas

Notary's printed name: Briana Cammack My commission expires: \_\_\_\_\_ (Seal)





### Affidavit to be COMPLETED by any/all Municipality, County, and/or LOC endorsing a Major Events Trust Fund, Events Trust Fund, or Motor Sports Trust Fund AFFIDAVIT

[Affidavit to be signed and sworn (notarized) by each Endorsing Municipality, Endorsing County, and Local Organizing Committee (if applicable)]

I, Kindra R. Fry, an authorized representative of: Bryan College Station Conv. & Visitors Bureau a local organizing committee (nonprofit corporation), endorsing municipality or endorsing county] (circle one) ("Requestor") that is receiving funding through the Major Events Trust Fund, Events Trust Fund, or Motor Sports Trust Fund ("the Act"), hereby swear and affirm that, to the best of my knowledge, the Requestor has designed and implemented internal controls, processes and procedures to help the Requestor ensure that the Requestor and its use of these funds complies with all applicable laws, rules, and written guidance from the Texas Comptroller's office. I further swear and affirm that I, or my duly authorized employee, representative, or agent, have reviewed the information, and that all of the statements made and information provided therein, including statements made and information provided in any attachments are true, complete, and correct to the best of my knowledge. All other information submitted as part of this request for participation is being represented by me as true and correct, and I am unaware of any information contained therein that is false, misleading, or fraudulent. Information provided includes but is not limited to:

- (1) a letter from the municipality or county requesting participation in the trust fund program and signed by a person authorized to bind the municipality or county;
- (2) a letter from the site selection organization on organization letterhead selecting the site in Texas;
- (3) an economic impact study or other data sufficient for the Comptroller's office to make the determination of the incremental increase in tax revenue associated with hosting the event in Texas, including a listing of any data for any related activities;
- (4) a Request Worksheet to Establish an Events Trust Fund form and any attachments; and
- (5) an Event Support Contract (if available - else due no later than date of event's first activities).

I understand that I am receiving funding under the Act for the purposes of facilitating this event: American Quarter Horse Association Youth World Cup on these dates: July 4-13, 2014.

I understand that non-compliance with reporting requirements could be treated as a violation of the statute and/or program rules resulting in the possible withholding of disbursement funding.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to provide information about event expectations, performance, and expenses that are true and accurate to the best of my knowledge and ability. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the Texas State Auditor's Office at 1-800-892-8348. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Kindra R. Fry  
Affiant Signature

Kindra R. Fry  
Printed Name

VP of Sales & Mktg. Bryan College Station CVB  
Title and Name of Organization

2/27/14  
Date

Sworn and subscribed before me by the said

Briana Cammack  
(Printed Name of Recipient's Authorized Representative)

this 28<sup>th</sup> day of February, 2014.

Notary Public, State of Texas

Notary's printed name: Briana Cammack

My commission expires: \_\_\_\_\_ (Seal)





**Affidavit to be COMPLETED by any party(ies) providing economic data to support a request for a Major Events Trust Fund, Events Trust Fund, or Motor Sports Trust Fund**

**AFFIDAVIT**

*[Affidavit to be signed and sworn (notarized) by anyone providing information to be used in the estimate of the incremental tax increase]*

I, Don Hoyte, am providing information to be used by a city, county or local organizing committee for the purposes of receiving funding through the Major Events Trust Fund, Events Trust Fund, or Motor Sports Trust Fund ("the Act"), and hereby swear and affirm that, to the best of my knowledge, any data provided is true and accurate, and any projections made are based on reasonable assumptions documented in the information provided. I further swear and affirm that I have reviewed the information being submitted, and that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge. Information provided includes but is not limited to an economic impact study or other data sufficient for the Comptroller's office to make the determination of the incremental increase in tax revenue associated with hosting the event in Texas, including a listing of any data for any related activities;

I understand that the city, county or local organizing committee is receiving funding under the Act for the purposes of facilitating this event: AQHA Youth World Cup on these dates: July 3-13, 2014 and that the information will be provided by the city, county or local organizing committee as a government document

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to provide information about event expectations, performance, and expenses that are true and accurate to the best of my knowledge and ability. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the Texas State Auditor's Office at 1-800-892-8348. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Don Hoyte  
Affiant Signature

Don Hoyte  
Printed Name

Principal Texas Trust Funds.com  
Title and Name of Organization

2/27/14  
Date

Sworn and subscribed before me by the said

Corinne L Moore Corinne L Moore  
(Printed Name of Recipient's Authorized Representative)

this 27 day of February, 202014.

Notary Public, State of Texas



Notary's printed name: Corinne Moore My commission expires: Sept 15, 2015 (Seal)



## Legislation Details (With Text)

<b>File #:</b>	14-575	<b>Version:</b>	1	<b>Name:</b>	FM 2154 Easement Acquisition-SW Bee Creek
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/14/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding approval of a real estate contract that will authorize the purchase of an easement needed for the FM 2154 Sidewalk Improvements Project and public utilities.				
<b>Sponsors:</b>	Debbie Eller				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Attachment 1 - Project Location Map.pdf</a> <a href="#">Attachment 2 - Easement Acquisition Location Map.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, possible action, and discussion regarding approval of a real estate contract that will authorize the purchase of an easement needed for the FM 2154 Sidewalk Improvements Project and public utilities.

Relationship to Strategic Goals: (Select all that apply)

Core Services and Infrastructure - Plan for and invest in infrastructure, facilities, services, personnel and equipment necessary to meet projected needs and opportunities.

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

**Summary:**

The project will improve public access and safety along Wellborn Road. Planned improvements consist of a six foot (6') wide concrete sidewalk located on a route extending along the northeast side of FM 2154 (Wellborn Road), from Luther Street, travelling southeast across Holleman Drive and terminating at Southwest Parkway in College Station, Brazos County, Texas. All of the property owners who will be affected by this project have expressed support for the project. Council approved a Resolution Determining Need and Necessity for Easement Acquisition on March 14, 2013 (Item No. 2f).

The property that is subject to this contract is the shopping center near the corner of FM 2154 (Wellborn road) and Southwest Parkway. The landowners, SW Bee Creek Investors, LLC, et al, are in support of the project and negotiations for the ~ 20' wide easement along the frontage were successful. Approval of this contract will authorize the City Attorney to close the transaction

**Budget & Financial Summary:**

Funds in the amount of \$609,179 are budgeted for this project in the Community Development Fund. A total of \$119,323 has been expended or committed to date, leaving a balance of \$489,856 for remaining expenditures. The contract amount of \$51,469 is equal to the appraised value. Closing costs will be approximately \$2,000.

**Attachments:**

Attachment 1: Project Location Map

Attachment 2: Easement Acquisition Location Map

Attachment 3: Real Estate Contract (On file with City Secretary's Office)

# FM 2154 Sidewalk Improvements Project Project Limits



**FM 2154 Sidewalk Improvements Project**  
**Project Limits**





Legislation Details (With Text)

**File #:** 14-576      **Version:** 1      **Name:** Renewal of Annual Transformer Repair /Rebuild  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 7/14/2014      **In control:** City Council Regular  
**On agenda:** 7/24/2014      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding the renewal of the award for annual transformer repair and rebuild services to Greenville Transformer Company, Inc. in the amount of \$66,530.46.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [Bid 13-075 Signed Greenville Transformer - Annual Repair and Rebuild Renewal \(2\).pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the renewal of the award for annual transformer repair and rebuild services to Greenville Transformer Company, Inc. in the amount of \$66,530.46.

**Relationship to Strategic Goals:**

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends that Council approve the renewal of the award for the annual pricing agreement with Greenville Transformer Company, Inc. for the repair and rebuild of transformers as needed, for an amount not to exceed \$66,530.46.

**Summary:** Three (3) sealed, competitive bids were received and opened on July 2, 2013. Greenville Transformer Company, Inc was the lowest responsible bidder. The original award to Greenville Transformer Company, Inc. was approved by Council on July 24, 2013, item 2q. Staff is familiar with the quality of the work provided and the reputation of Greenville Transformer Company, Inc, and has been please with their work over the past year. Upon Council approval a blanket purchase order will be issued to Greenville Transformer Company, Inc. This is the first of two possible one year renewals.

**Budget & Financial Summary:** Funds are budgeted and available in the Electrical Fund. Funds will be expensed as transformer repairs are needed throughout the term of the agreement. Repaired transformers will be held in inventory until they are needed.

**Reviewed and Approved by Legal:** N/A

**Attachments:** ITB 13-073 Renewal Letter



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**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid 13-075, Annual Transformer Rebuild and Repair, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Sixty Six Thousand Five Hundred Thirty and 46/100 Dollars (\$66,530.46).

I understand this renewal term will be for the period beginning July 29, 2014 through July 28, 2015. This is the first renewal.

**GREENVILLE TRANSFORMER CO., INC.**

By: Kelly Pickens  
Printed Name: Kellye Pickens  
Title: Production Manager  
Date: 05-21-14





Legislation Details (With Text)

<b>File #:</b>	14-567	<b>Version:</b>	1	<b>Name:</b>	UDO Amendment for Fuel Price Signs and Electronic Reader Boards
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	7/7/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion regarding amendments to Chapter 12 - Unified Development Ordinance, Article 7 "General Development Standards", Section 12-7.5 D "Prohibited Signs", Section 12-7.5 F "Sign Standards", Section 12-7.5 O "Fuel Price Signs" and Section 12-7.5 CC "Electronic Reader Boards" of the Code of Ordinances regarding sign regulations.				
<b>Sponsors:</b>	Lance Simms				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Redlines - Gas station signs.pdf</a> <a href="#">Redlines - Electronic Reader Boards.pdf</a> <a href="#">UDO Ordinance Amend 7-8-14 .pdf</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding amendments to Chapter 12 - Unified Development Ordinance, Article 7 "General Development Standards", Section 12-7.5 D "Prohibited Signs", Section 12-7.5 F "Sign Standards", Section 12-7.5 O "Fuel Price Signs" and Section 12-7.5 CC "Electronic Reader Boards" of the Code of Ordinances regarding sign regulations.

- Good Governance
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their July 3<sup>rd</sup> meeting and voted 5-0 to recommended approval of the ordinance amendment.

Summary: In response to a written request from a local businessman and requests made during Hear Citizens at a City Council meeting, the proposed amendments to the UDO are intended to modify the sign ordinance to allow for larger fuel sign size and address regulations for electronic reader boards.

Fuel Signage

The current ordinance limits the area of fuel signage to sixteen (16) square feet. The proposed amendment will allow for an increase of five (5) square feet for fuel price signage, for a total area of twenty-one (21) square feet.

Electronic Reader Boards

The current ordinance provides the following limitations:

- Signs and displays shall not contain flashing, blinking, or traveling lights, or erratic or other moving parts, including electronic message boards that change more than once per twenty-four hour period , either internal or external to the premise, and oriented and visible to vehicular traffic, provided that time and temperature signs are permissible if the maximum area and setback requirements of this Section are met and if the commercial information or content of such signs is restricted to no more than eight (8) square feet; and,
- Manual changeable copy or electronic reader boards are limited to thirty percent (30%) of the allowable sign area.

The proposed amendment will allow for an electronic reader board's message to change once every fifteen minutes . A new section, "Electronic Reader Boards" will also be created in order to provide standards regarding brightness, method in which the message changes, ambient controls, and malfunctions.

This item was discussed at the City Council Workshop on 12 May and Staff used the feedback received from the Council when developing the ordinance language. Staff also held a stakeholder's meeting on 13 June to present the proposed changes and worked closely with representatives from the sign industry when developing the language for the electronic reader boards to make sure the requirements were consistent with industry standards. The language proposed for the sign brightness and ambient lighting for reader boards is recommended by the International Sign Association and used by a number of Texas cities.

Budget & Financial Summary: N/A

Attachments:

1. Redline of applicable UDO Sections
2. Ordinance

**O. Fuel Price Signs.**

Facilities with fuel sales will be allowed one (1) additional sign for the purposes of fuel pricing, either freestanding or attached, per premises.

1. The area of the fuel price sign shall not exceed twenty-one (21) ~~sixteen (16)~~ square feet.
2. Fuel pricing may be incorporated into the allowable square footage of a Freestanding Commercial Sign or Attached Sign.
3. This sign shall follow the setback requirements for a Freestanding Commercial Sign and shall not be located within the right-of-way.

## Proposed Amendments - Electronic Reader Boards

### Section 12-7.5 Signs

#### D. Prohibited Signs

The following signs shall be prohibited in the City of College Station:

1. Portable and trailer signs, and temporary freestanding signs.
2. Signs painted on rooftops.
3. Inflated signs, pennants, wind driven devices (excluding flags), tethered balloons, and/or any gas filled objects for advertisement, decoration, or otherwise, except as permitted in Section 7.4.P, Grand Opening Signs and Section 7.4.V, Special Event Signs.
4. Vehicle signs except as permitted in Section 7.4.W, Vehicle Signs.
5. Flags containing copy or logo, excluding the flags of any country, state, city, or school, are prohibited in residential zones and on any residentially-developed property (except when flags are used as subdivision signs).
6. Signs and displays with flashing, blinking, or traveling lights, or erratic or other moving parts, including electronic message boards that change more than once per fifteen (15) minute period, either internal or external to the premise, and oriented and visible to vehicular traffic, provided that time and temperature signs are permissible if the maximum area and setback requirements of this Section are met and if the commercial information or content of such signs is restricted to no more than eight square feet.
7. Signs containing manual changeable copy (~~deleted reference to electronic reader boards~~) which are greater than 30 percent of the allowable sign area.
8. Any signs that are intended to or designed to resemble traffic signs or signals and bear such words as "stop", "slow", "caution", "danger", "warning", or other words, and that are erected for purposes other than actual traffic control or warning to the public.
9. Any sign located within the site triangle in any district as stated in Article 7.1.C, Visibility at Intersections in all Districts. This does not include traffic control or directional signs.
10. Any sign that emits sound, odor, or visible matter.
11. Off-premise signs, including commercial and non-commercial billboards.

### CC. Electronic Reader Boards

In addition to meeting the other requirements of this Section, Electronic Reader Boards (ERB) are subject to the following requirements:

1. The sign display (message) change shall be instantaneous; scrolling, fading, or animation between messages is prohibited;
2. No electronic reader board shall exceed a brightness level of 0.3 foot candles above ambient light as measured using a light meter capable of measuring in foot candles at a distance based upon sign area, measured as follows:

Measurement distance =  $\sqrt{\text{sign display area of ERB} \times 100}$

3. The sign shall be equipped with automatic brightness control keyed to ambient light levels;
4. In the event of a malfunction, the sign display must go dark; and,
5. Electronic Reader Board size is limited to thirty (30) percent of the allowable sign area.”

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

**AN ORDINANCE AMENDING CHAPTER 12, “UNIFIED DEVELOPMENT ORDINANCE”, ARTICLE 7 “GENERAL DEVELOPMENTAL STANDARDS”, SECTION 12-7.5 D “PROHIBITED SIGNS”, SECTION 12-7.5 F, “SIGN STANDARDS”, SECTION 12-7.5 O, “FUEL PRICE SIGNS”, AND ADDING SECTION 12-7.5 CC, “ELECTRONIC READER BOARDS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

**PART 1:** That CHAPTER 12, “UNIFIED DEVELOPMENT ORDINANCE”, ARTICLE 7 “GENERAL DEVELOPMENTAL STANDARDS”, SECTION 12-7.5 D “PROHIBITED SIGNS”, SECTION 12-7.5 F, “SIGN STANDARDS”, SECTION 12-7.5 O, “FUEL PRICE SIGNS”, AND 12-7.5 CC, “ELECTRONIC READER BOARDS”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

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

**PASSED, ADOPTED, and APPROVED this 24<sup>th</sup> day of July, 2014.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Article 7 "General Development Standards", Section 12-7.5 D, "Prohibited Signs", Subsections 6 and 7 of the Code of Ordinances of the City of College Station, Texas, are hereby amended to read as follows:

6. Signs and displays with flashing, blinking, or traveling lights, or erratic or other moving parts, including electronic message boards that change more than once per fifteen (15) minutes, either internal or external to the premise, and oriented an visible to vehicular traffic, provided that time and temperature signs are permissible if the maximum area and setback requirements of this Section are met and if the commercial information or content of such signs are restricted to no more than eight (8) square feet.
7. Signs containing manual change copy which are greater than thirty (30) percent of the allowable sign area.

That Chapter 12, “Unified Development Ordinance”, Article 7 “General Development Standards”, Section 12.7.5 F “Sign Standards”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**F. Sign Standards.**

The Following table summarizes the sign standards for the City of College Station:

<b>Sign Type</b>	<b>Maximum Area (s.f.)**</b>	<b>Maximum Height (ft.)</b>	<b>Setback From ROW (ft.)</b>	<b>Number Allowed</b>
Apartment/Condominium / Manufactured Home Park Identification Signs	100	10	10	1/frontage
Area Identification Signs	16	4	10	1/10-50 acre subdivision or phase
Attached Signs	Varies, see Section 12-7.5.I below	Not to exceed one (1) foot from top of wall, marquee, or parapet to which it is attached	—	Any number allowed if within the total allowed square footage of attached signs
Campus Wayfinding signs	30	6	—	See Section 12-7.5 BB below
Commercial Banners	36	No to exceed the top of structure to which it is attached	10	1/premises
Development Signs		15	10	1/premises
Residential/Collector Street	35			
Arterial Street	65			
Freeway (As designated on Thoroughfare Plan)	200			
Directional Traffic Control Signs	3	4	4	1/curb cut

Electronic Reader Boards	Varies, see 12-7.5.D.6 and 12-7.5.CC			
Freestanding Signs	Varies, see 12-7.5.N below			1/building plot where lot exceeds 75 feet of frontage
Home Occupation Signs	2	Not to exceed top of wall to which it is attached	—	1/dwelling unit
Low Profile Signs	60	4	10	See 12-7.5 R "Low Profile Signs" below/***
Low Profile Signs (In lieu of permitted Freestanding Sign)	60	4	10	1/150 feet of frontage *
Real Estate, Finance, and Construction Signs				1/frontage(Real Estate)
Up to 150-foot frontage	16	8	10	1/property (Finance)
Greater than 150-foot frontage	32	8	10	3/property (Construction)
Roof Signs	Determined by frontage. Same as freestanding Max. 100 s.f.	10 feet above structural roof	—	1/building plot in place of a freestanding sign
Subdivision Signs	150	15	10	1/primary subdivision entrance. Not to exceed 2 signs.

That Chapter 12, “Unified Development Ordinance”, Article 7 “General Development Standards”, Section 12-7.5.O.1, “Fuel Price Signs”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

1. The area of the fuel price sign shall not exceed twenty-one (21) square feet.

That Chapter 12, “Unified Development Ordinance”, Article 7 “General Development Standards”, Section 12-7.5.CC, “Electronic Reader Boards”, of the Code of Ordinance of the City of College Station, is hereby added after Section 12-7.5.BB “Campus Wayfinding Signs”, and is to read as follows:

### **CC. Electronic Reader Boards.**

In addition to meeting the other requirements of this Section, Electronic Reader Boards (ERB) are subject to the following requirements:

1. The sign display (message) change shall be instantaneous; scrolling, fading, or animation between messages is prohibited;
2. No electronic reader board shall exceed a brightness level of 0.3 foot candles above ambient light as measured using a light meter capable of measuring in foot candles at a distance based upon sign area, measured as follows:

$$\text{Measurement distance} = \sqrt{(\text{sign display area of ERB} \times 100)}$$

3. The sign shall be equipped with automatic brightness control keyed to ambient light levels;
4. In the event of a malfunction, the sign display must go dark; and,
5. Electronic Reader Board size is limited to thirty (30) percent of the allowable sign area.



Legislation Details (With Text)

**File #:** 14-568      **Version:** 1      **Name:** FY14 Budget Amendment #4  
**Type:** Ordinance      **Status:** Agenda Ready  
**File created:** 7/7/2014      **In control:** City Council Regular  
**On agenda:** 7/24/2014      **Final action:**

**Title:** Public Hearing, presentation, possible action, and discussion on Budget Amendment #4 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$224,489 and increase the personnel FTE count by 1.5.

**Sponsors:** Jeff Kersten

**Indexes:**

**Code sections:**

**Attachments:** [BA#4 list B.pdf](#)  
[FY14 Budget Amendment #4 ordinance .pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on Budget Amendment #4 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$224,489 and increase the personnel FTE count by 1.5.

**Relationship to Strategic Goals:**

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends the City Council approve Budget Amendment #4.

**Summary:** The proposed budget amendment is to increase the FY14 budget appropriations by \$224,489. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the item included on the proposed budget amendment. This amendment also includes the addition of 1.5 FTE positions in the Community Services Department for Code Enforcement enhancements. Increases to personnel require Council approval.

**Budget & Financial Summary:** The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment. If approved, the net revised budget will be \$263,391,355.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. FY14 Budget Amendment #4 Detail Listing

2. Ordinance

## Exhibit A - FY14 Budget Amendment #4 Detail Listing

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The proposed budget amendment is to increase the FY14 revised net budget for the items listed below by \$224,489. This amendment also includes the addition of 1.5 FTE positions. Increases to personnel require Council approval.

**1. U.S. Department of Housing and Urban Development (HUD) Reimbursement - \$180,974 (Budget Amendment)**

On October 25, 2012, City Council approved a funding agreement with EMBRACE Brazos Valley (EMBRACE), an eligible Community Housing Development Organization (CHDO), to provide HOME Investment Partnership Funds in the amount of \$198,607.50. These funds were designated to construct two new single-family homes to be made available for sale to income-eligible homebuyers. EMBRACE was reimbursed a total of \$180,973.90 for lot acquisition and construction costs. Staff identified a misuse of funds by EMBRACE in which EMBRACE utilized a reimbursement on another project outside of the City limits instead of repaying a Line of Credit at the bank. At this time, the recommendation from staff is to repay the U. S. Department of Housing and Urban Development the amount of HOME funds that were drawn down for the EMBRACE project. These funds would come from the General Fund balance. Staff is currently pursuing corrective action to allow a resolution to the issue and, if the issue is resolved and the funds reimbursed by EMBRACE, the reimbursement will go back to the General Fund.

**2. Code Enforcement Enhancements within the Community Services Department - \$43,515 (Budget Amendment)**

Earlier this fiscal year, organizational changes were made that included the creation of the Community Services Department within General Government. The Community Services Department is responsible for Community Services Administration, Community Development, Code Enforcement and the Northgate District Management functions. This item is for some staffing changes within Code Enforcement that will help to optimize the department's efficacy.

The first of these staffing changes is the addition of a Staff Assistant in the Code Enforcement area. This position will provide administrative support to the Code Enforcement Officers which will allow them to spend more time in the field and focus on more proactive enforcement. The estimated on-going annual cost of salaries and benefits for this position is \$43,399 with additional one-time costs of \$2,325 for a computer and recruitment. This budget amendment item is in the amount of \$9,558 for the one-time costs related to this position as well as two months' of salaries and benefits for the remainder of FY14.

The second of the staffing changes included in this budget amendment item is to increase an existing Code Enforcement Officer from part-time to full-time. This part-time position was added to the budget to address strategic code enforcement activities. The change in this position from part-time to full-time will assist in moving the division toward more proactive enforcement. The estimated on-going annual cost for this position is \$35,210 (salaries and benefits, fuel, fleet maintenance) with additional one-time costs of \$25,980 for the purchase of

## Exhibit A - FY14 Budget Amendment #4 Detail Listing

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a vehicle and radio. This budget amendment item is in the amount of \$31,848 for the one-time costs related to this position as well as two months' of salaries and benefits for the remainder of FY14.

The third staffing change included in this amendment is for the upgrade of one existing Code Enforcement Officer to a Senior Code Enforcement Officer. This upgrade will allow for additional oversight and direction to be provided to the Code Enforcement Officers and will allow for the Director to address overall planning and operations for the department. The estimated on-going annual cost for the upgrade of this position is \$12,652. This budget amendment item is in the amount of \$2,109 for two months' of salaries and benefits for the remainder of FY14.

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

**AN ORDINANCE (BUDGET AMENDMENT 4) AMENDING ORDINANCE NO. 2013-3523 WHICH WILL AMEND THE BUDGET FOR THE 2013-2014 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.**

**WHEREAS**, on September 12, 2013, the City Council of the City of College Station, Texas, adopted Ordinance No. 2013-3523 approving its Budget for the 2013-2014 Fiscal Year; and

**WHEREAS**, on February 13, 2014, the City Council of the City of College Station, Texas, adopted Budget Amendment 1 amending the 2013-2014 Budget; and

**WHEREAS**, on March 27, 2014, the City Council of the City of College Station, Texas, adopted Budget Amendment 2 amending the 2013-2014 Budget; and

**WHEREAS**, on April 10, 2014, the City Council of the City of College Station, Texas, adopted Budget Amendment 3 amending the 2013-2014 Budget; and

**WHEREAS**, the City Council of the City of College Station, Texas, finds it necessary to amend the 2013-2014 Budget, as amended by Budget Amendments 1, 2 and 3; and

**WHEREAS**, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

**PART 1:** That Ordinance No. 2013-3523 is hereby amended by amending the 2013-2014 Budget adopted thereto by a net amount of \$224,489 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

**PART 2:** That this Budget Amendment 4 shall be attached to and made a part of the 2013-2014 Budget.

**PART 3:** That except as amended hereby, Ordinance No, 2013-3523 shall remain in effect in accordance with its terms.

**PART 4:** That this ordinance shall become effective immediately after passage and approval.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

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



Legislation Details (With Text)

**File #:** 14-565      **Version:** 1      **Name:** Consider Ordinance Issuing Certificate of Obligation  
**Type:** Ordinance      **Status:** Agenda Ready  
**File created:** 7/7/2014      **In control:** City Council Regular  
**On agenda:** 7/24/2014      **Final action:**  
**Title:** Presentation, possible action and discussion on an ordinance authorizing the issuance of up to \$40,500,000 in principal amount of "City of College Station, Texas Certificates of Obligation, Series 2014"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [1. COCS 2014 Debt Issue 5-21-14.pdf](#)  
[Ordinance \(CO\) \(ver 1\).pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on an ordinance authorizing the issuance of up to \$40,500,000 in principal amount of "City of College Station, Texas Certificates of Obligation, Series 2014"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject.

**Relationship to Strategic Goals:** Financially Sustainable City, and Providing Core Services and Infrastructure.

**Recommendation(s):** Council move to approve the attached ordinance authorizing the issuance of Certificates of Obligation, Series 2014; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject.

**Summary:** The City Council is authorized to approve the issuance of Certificates of Obligation (CO's) after approving a resolution directing notice to be published of the intent to issue the CO's. On June 12, 2014 Council approved a resolution directing staff to advertise the issuance of CO's. On June 19<sup>th</sup> and June 26<sup>th</sup> such notice was published.

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

1. General Obligation Bonds (GOB's) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. GOBs

are authorized by the voters and therefore the notice is provided in the election process.

2. Utility Revenue Bonds (URB's) are backed by the revenues of the City's various utilities and are issued as a business activity. These are typically only issued for utility capital projects.
3. Certificates of Obligation (CO's) normally include at least one additional revenue stream such as utility revenues, but are considered to be much like GOBs and therefore normally receive a rating similar to GOB's. Our policy for issuing CO's allows more flexibility in their issue than GOB's, particularly when other revenues are anticipated to assist in debt service.

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

This particular issue will provide resources for street, information technology, electric, water and wastewater improvements, and debt issuance costs. The total amount of bonds needed for the improvement projects is \$38,995,000.

**If this ordinance is approved, the City Council will be delegating to the Mayor, the City Manager and the Assistant City Manager the authority to effect the sale of the certificates through January 24, 2015.**

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

**Attachments:**

1. Ordinance
2. Preliminary Official Statement (Available in City Secretary Office)
  
3. Debt Issuance 2014.

**2008 General Obligation Bonds**

Streets	<b>Proposed</b>			
	1,100,000	2008 GOB Traffic Signals	ST1027	20 Yrs
	3,760,000	Lick Creek Hike and Bike Trail	ST1104	20 Yrs
	<u>2,750,000</u>	University Dr Pedestrian Imp Ph II	ST1206	20 Yrs
Streets Total	<u>\$ 7,610,000</u>			
Parks	220,000	NH Park Revolving Fund	PK0912	20 Yrs
	3,315,000	Lincoln Center Addition	PK1213	20 Yrs
	<u>2,045,000</u>	Lick Creek Nature Center	PK1102	20 Yrs
Parks Total	<u>\$ 5,580,000</u>			
General Government	<u>500,000</u>	Library Expansion	GG1010	20 Yrs
General Gov't Total	<u>\$ 500,000</u>			
2008 GOB Total	<u><u>\$ 13,690,000</u></u>			

**Gen'l Gov't Certificates of Obligation**

Streets	<b>Proposed</b>			
	300,000	Design of U-Turns @ Univ and SH6	ST1305	20 Yrs
	2,050,000	RPR E Rehab BP to Stonebrook	ST1301	10 Yrs
	1,980,000	Rock Prairie Rd W Widening	ST1304	20 Yrs
	2,000,000	Luther Street Rehab	ST1401	20 Yrs
	410,000	Graham Rd Rehab	ST1421	20 Yrs
	<u>200,000</u>	Francis Dr Rehab Ph I	ST1419	20 Yrs
Streets Total	<u>\$ 6,940,000</u>			
General Government	3,325,000	ERP System Replacement	CO1204	10 Yrs
	240,000	Electronic Storage System	CO1305	5 Yrs
	<u>1,540,000</u>	CAD/RMS Replacement	CO1301	10 Yrs
General Gov't Total	<u>\$ 5,105,000</u>			
Governmental CO Subtotal	<u><u>\$ 12,045,000</u></u>			

Utility Certificates of Obligation	Proposed		
	2,650,000	Overhead System Improvements	20 Yrs
	2,100,000	Underground System Improvements	20 Yrs
	1,700,000	New Services and System Ext	20 Yrs
	<u>2,300,000</u>	Transmission & Distribution	20 Yrs
Electric Projects	<u>\$ 8,750,000</u>		20 Yrs
	3,300,000	Cooling Tower Expansion	20 Yrs
	1,000,000	SPPS Chemical System Replacement	20 Yrs
	300,000	Eastgate Rehab	20 Yrs
	250,000	Wellfield Collection System Loop	20 Yrs
	1,000,000	Area 2 Water Line Extension	20 Yrs
	450,000	Cooner Water Line Rehabilitation	20 Yrs
	<u>200,000</u>	Luther Water Line Rehabilitation	20 Yrs
Water Projects	<u>\$ 6,500,000</u>		
	300,000	Eastgate Rehab	20 Yrs
	6,850,000	Bee Creek Parallel Trunkline	20 Yrs
	1,110,000	Carters Creek Centrifuge Improvements	20 Yrs
	750,000	Lick Creek Generator Replacement	20 Yrs
	340,000	Graham Road Wastewater Line Rehabilitation	20 Yrs
	1,000,000	Royder/Live Oak Wastewater Extension	20 Yrs
	<u>1,050,000</u>	Cooner Wastewater Line Rehabilitation	20 Yrs
Wastewater Projects	<u>\$ 11,400,000</u>		
Utility CO Subtotal	<u>\$ 26,650,000</u>		
Estimated Debt Issuance Costs	\$ 300,000		
<b>Certificates of Obligation Total</b>	<u><u>\$ 38,995,000</u></u>		
Total Debt Issue	<u><u>\$ 52,685,000</u></u>		

ORDINANCE NO. 2014-\_\_\_\_\_

AUTHORIZING THE ISSUANCE OF UP TO \$40,500,000 IN PRINCIPAL AMOUNT OF "CITY OF COLLEGE STATION, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2014"; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE CERTIFICATES; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, on June 12, 2014, the City Council of the City of College Station (the "City") passed a resolution authorizing and directing notice of its intention to issue the Certificates of Obligation herein authorized, to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code;

WHEREAS, said notice was published in the *Bryan-College Station Eagle*, a "newspaper" of the type described in Section 2051.044, Texas Government Code, as required by said Section 271.049 of the Texas Local Government Code, on June 19, 2014 and June 26, 2014;

WHEREAS, said notice provided that the ordinance authorizing the Certificates of Obligation may authorize an authorized officer of the City to effect the sale and delivery of the Certificates of Obligation on a date or dates subsequent to the adoption of the ordinance;

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

WHEREAS, the City is an "Issuer" within the meaning of Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation;

WHEREAS, the Certificates of Obligation hereinafter authorized are to be issued and delivered pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code and Chapter 1371, Texas Government Code and the City's Home Rule Charter; and

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

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

Section 1. AUTHORIZATION OF CERTIFICATES OF OBLIGATION. That said City's Certificates of Obligation, to be designated the "City of College Station, Texas Certificates of Obligation, Series 2014", are hereby authorized to be issued and delivered in the principal amount not to exceed \$40,500,000 for (i) the purpose of paying contractual obligations to be incurred by the City, to-wit, street improvements; information technology equipment; construction of improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission and system lines and acquisition of interests in land; and the payment of fiscal, engineering and legal fees incurred in connection therewith and (ii) to pay the costs of issuance of the Certificates.

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1371.053, Texas Government Code, the Mayor, the City Manager and the Assistant City Manager of the City (each the "*Pricing Officer*") are each hereby authorized to act severally on behalf of the City in selling and delivering the Certificates, carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, whether the Certificate shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates and obtaining municipal insurance for all or any portion of the Certificates and providing for the terms and provisions thereof applicable to the Certificates, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate principal amount of the Certificates shall not exceed \$40,500,000;

(ii) the true interest cost of the Certificates shall not exceed 4.250% per annum;

(iii) the net effective interest rate on the Certificates shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iv) the final maturity of the Certificates shall not exceed February 15, 2034;

(v) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to January 24, 2015; and

(vi) on or prior to delivery, the Certificates shall be rated by a nationally recognized rating agency for municipal securities in one of the four highest categories for long-term obligations.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount that, when combined with premium used for purposes other than the payment of costs of issuance, does not exceed the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The City Council hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Certificates as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate are required to be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 3. CHARACTERISTICS OF THE CERTIFICATES. (a) The City shall keep or cause to be kept at the corporate trust office in Dallas, Texas (the "*Designated Trust Office*") of The Bank of New York Mellon Trust Company, N.A., or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of (g) below (the "*Paying Agent/Registrar*"), books or records for the registration and transfer of the Certificates (the "*Registration Books*"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The City or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in any Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute certificate or certificates shall be issued in exchange therefor in the manner herein provided.

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

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

(d) Each Certificate may be exchanged for fully registered certificates in the manner set forth herein. Each Certificate issued and delivered pursuant to this Ordinance may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered Certificates, without interest coupons, in the form prescribed in the FORM OF CERTIFICATE, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Certificate shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the principal amount of any Certificate or Certificates so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If any Certificate or portion thereof is assigned and transferred, each Certificate issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall exchange or replace Certificates as provided herein, and each fully registered Certificate or Certificates delivered in exchange for or replacement of any Certificate or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided, however, that any Certificate delivered in exchange for or replacement of another Certificate prior to the first scheduled interest payment date on the Certificates (as stated on the face thereof) shall be dated the same date as such Certificate, but each substitute Certificate so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which such substitute Certificate is delivered, unless such substitute Certificate is delivered on an interest payment date, in which case it shall be dated as of such date of delivery; provided, however, that if at the time of delivery of any substitute Certificate the interest on the Certificate for which it is being exchanged has not been paid, then such substitute Certificate shall be dated as of the date to which such interest has been paid in full. On each substitute Certificate issued in exchange for or replacement of any Certificate or Certificates issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth in the FORM OF CERTIFICATE (the "*Authentication Certificate*"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Certificate, date such substitute Certificate in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Certificate shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates surrendered for exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any

Certificates or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificate in the manner prescribed herein. Pursuant to Chapter 1206, Texas Government Code, the duty of exchange or replacement of any Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of Authentication Certificate, the exchanged or replaced Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate so selected for redemption, in whole or in part, within 45 calendar days of the date fixed for redemption; *provided, however*, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled principal of a Certificate.

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

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

(g) The City covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than sixty days written notice to the Paying Agent/Registrar. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that it will promptly appoint a competent and legally qualified national

or state banking institution which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be in substantially the form as set forth in *Exhibit A* to this Ordinance, shall be numbered consecutively from R-1 upward, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and with the FORM OF CERTIFICATE to be modified pursuant to, and completed with information set forth in the Pricing Certificate. The FORM OF CERTIFICATE as it appears in *Exhibit A* shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate but it is not required for the FORM OF CERTIFICATE to reproduced as an exhibit to the Pricing Certificate. The printer of the Certificates is hereby authorized to print on the Certificates (i) the form of bond counsel's opinion relating to the Certificates, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Certificates.

Section 5. DEFINITIONS. Terms not otherwise defined herein shall have the following meanings.

(a) The term "*Authorized Denomination*" shall mean a denomination of \$5,000 of principal amount of a Certificate or any integral multiple thereof.

(b) The term "*Business Day*" means any day other than a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City are, authorized by law or executive order to close.

(c) The term "*Certificates*" and "*Certificates of Obligation*" shall mean the City of College Station, Texas Certificates of Obligation, Series 2014, authorized to be issued and delivered by this Ordinance.

(d) The term "*MSRB*" means the Municipal Securities Rulemaking Board.

(e) The Term "*Pricing Certificate*" means a certificate of the Pricing Officer setting forth the terms of sale of the Certificates including the method of sale, principal amount, maturity dates, interest payment dates, dated date, interest rates, yields, redemption provisions, and other matters related to the sale of the Certificates.

(f) The term "*Rule*" means SEC Rule 15c2 12, as amended from time to time.

(g) The term "*SEC*" means the United States Securities and Exchange Commission.

(h) The term "*Surplus Revenues*" shall mean those revenues from the operation of the City's combined municipal electric light and power, waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates.

#### Section 6. LEVY OF TAX; INTEREST AND SINKING FUND; REVENUE PLEDGE.

(a) That a special fund or account, to be designated the "City of College Station, Texas Series 2014 Certificate of Obligation Interest and Sinking Fund" (the "*Interest and Sinking Fund*") is hereby created and shall be established and maintained by the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the City shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide a sinking fund to pay the principal (including mandatory sinking fund redemption payments, if any) of the Certificates as such principal matures or comes due through operation of the mandatory sinking fund redemption, if any, but never less than 2% of the original amount of the Certificates as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any of the Certificates is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) That the Certificates are additionally secured by and shall be payable from the Surplus Revenues. The Surplus Revenues are pledged by the City pursuant to authority of Chapter 1502, Texas Government Code, specifically Section 1502.058 thereof. The City shall promptly deposit the Surplus Revenues upon their receipt to the credit of the Interest and Sinking Fund created pursuant to Section 6, to pay the principal and interest on the Certificates. The amount of Surplus Revenues pledged to the payment of the Certificates shall not exceed \$1,000. If Surplus Revenues or any other lawfully available revenues, income or resources of the City are deposited or budgeted to be deposited in the Interest and Sinking Fund in advance of the time

when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available revenues, income or resources then on deposit or budgeted to be deposited to the credit of the Interest and Sinking Fund.

Section 7. TRANSFER. That the City shall do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest due on the Certificates.

Section 8. SECURITY FOR FUNDS. That the Interest and Sinking Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and such Interest and Sinking Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) *Replacement Certificates*. That in the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

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

(c) *No Default Occurred*. That notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement certificate, provided security or indemnity is furnished as above provided in this Section.

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

enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

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

Section 10. FEDERAL INCOME TAX MATTERS. That the City covenants to refrain from any action which would adversely affect, or to take such action as to ensure, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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

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

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

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

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

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

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

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

For purposes of the foregoing (a) and (b), the City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, any Assistant City Manager and the Assistant City Manager, severally, to execute any documents, certificates or reports required by the Code, and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

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

The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

Section 11. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. That the City covenants to account for the expenditure of proceeds from the sale of the Certificates and any investment earnings thereon to be used for the purposes described in Section 1 of this Ordinance (such purpose referred to in this Section and Section 12 hereof as a "Project") on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure on a Project is made or (b) such Project is completed. The foregoing notwithstanding, the City shall not expend such proceeds or investment earnings more than 60 days after the earlier of (a) the fifth anniversary of the date of delivery of the Certificates or (b) the date the Certificates are retired, unless the City obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. DISPOSITION OF PROJECT. That the City covenants that the property constituting a Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. PROCEDURES TO MONITOR COMPLIANCE WITH TAX COVENANTS. The City hereby adopts the procedures attached hereto as *Exhibit B* as a means of monitoring compliance with the federal tax covenants made by the City herein.

Section 14. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES. That the Assistant City Manager of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The Certificates thus registered shall remain in the custody of the Assistant City Manager (or the designee thereof) until delivered to the Underwriter (as defined in Section 18 of this Ordinance).

Section 15. DTC REGISTRATION. That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the

public, and The Depository Trust Company ("*DTC*"), New York, New York, initially will act as depository for the Certificates. *DTC* has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Certificates initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of *DTC*. It is expected that *DTC* will hold the Certificates on behalf of the Underwriter and its participants. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with *DTC* the same in all respects as if it were the actual and beneficial owner thereof. It is expected that *DTC* will maintain a book-entry system which will identify ownership of the Certificates in Authorized Denominations, with transfers of ownership being effected on the records of *DTC* and its participants pursuant to rules and regulations established by them, and that the Certificates initially deposited with *DTC* shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City is not responsible or liable for any functions of *DTC*, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of *DTC* or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the *DTC* Participants, as defined in the Official Statement herein approved, to make all arrangements with *DTC* to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and charges of *DTC*. The City does not represent, nor does it in any way covenant that the initial book-entry system established with *DTC* will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with *DTC*, if for any reason any of the originally delivered Certificates is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. In connection with the initial establishment of the foregoing book-entry system with *DTC*, the City heretofore has executed a "Blanket Letter of Representations" prepared by *DTC* in order to implement the book-entry system described above.

Section 16. CONTINUING DISCLOSURE OBLIGATION PURSUANT TO RULE 15C2-12 (17 C.F.R. § 240.15C2-12).

(a) *Annual Reports.* (i) The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year ending in or after 2014, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 18 of this Ordinance, being the information described below:

A. The "Annual Financial Report" for the most recently concluded fiscal year; and

B. The information included in the Official Statement under the following tables, but for the most recently concluded fiscal year: Tables 1 through 6 and 8 through 20.

(ii) Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the City's Annual Financial Report, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide annual financial information of the type described in subsection (a)(i)(B) by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(iii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) *Event Notices.* The City shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten Business Days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(c) *Limitations, Disclaimers, and Amendments.* (i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City

does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCE SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(d) *Procedures to Monitor Compliance with Continuing Disclosure Covenants.* The City hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the continuing disclosure covenants made by the City herein.

Section 17. DEFEASANCE. (a) *Deemed Paid.* Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "*Defeased Certificate*") within the meaning of this Ordinance, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "*Future Escrow Agreement*") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

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

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

(d) *Defeasance Securities.* The term "*Defeasance Securities*" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body

of the City 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; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the 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 (iv) any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

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

Section 18. SALE OF CERTIFICATES; OFFICIAL STATEMENT. (a) The Certificates shall be sold and delivered subject to the provisions of Section 1 and Section 2 hereof through a negotiated sale and pursuant to the terms and provisions of a purchase contract (the "*Purchase Agreement*"), the terms and provisions of which are to be determined by the Pricing Officer in accordance with Section 2 hereof, and in which the purchasers of the Certificates are designated. The Pricing Officer is hereby authorized to execute and deliver the Purchase Agreement for an on behalf of the City. The Certificates shall initially be registered in the name of the Underwriter or its designee as specified in the Pricing Certificate.

(b) The City hereby approves the form and content of the draft preliminary official statement relating to the Certificates in the form attached hereto as *Exhibit C* and any addenda, supplement or amendment thereto, and approves the distribution of such preliminary official statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable. The Pricing Officer is hereby authorized, in the name and on behalf of the City, to approve, distribute, and deliver a final preliminary official statement and a final official statement relating to the Certificates to be used by the Underwriter in the marketing of the Certificates.

(c) The Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "*Insurer*") a municipal bond insurance policy (the "*Insurance Policy*") in support of the Certificates. To that end, should the Pricing Officer exercise such authority and commit the City to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Manager, the Assistant City Manager and City Secretary, shall be and they are hereby expressly authorized, empowered and directed

from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City a Paying Agent/Registrar Agreement, in the form presented at the meeting at which this Ordinance is adopted, with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates, the Purchase Agreement and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. FURTHER PROCEDURES. That the Mayor, the City Secretary, the City Manager, the Assistant City Manager, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Certificates and fixing all details in connection therewith. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

Section 20. CONSTRUCTION FUND; USE OF PROCEEDS.

(a) The City hereby creates and establishes and shall maintain on the books of the City a separate fund to be entitled the "Series 2014 Certificates of Obligation Construction Fund" (the "*Construction Fund*") for use by the City for payment of all lawful costs associated with the acquisition and construction of the projects as provided in Section 1.

(b) The proceeds from the sale of the Certificates shall be deposited, on the date of closing, in the manner described in a letter of instructions prepared by the City or on behalf of the City by the City's financial advisor. The foregoing notwithstanding, proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund. Any amounts remaining after completion of the improvements described in Section 1 hereof shall be transferred FIRST to the Rebate Fund, to the extent required by Section 10 hereof, and THEREAFTER to the Interest and Sinking Fund.

Section 21. INTEREST EARNINGS. That the interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the construction of the permanent improvements set forth in Section 1 hereof for which the Certificates are issued; provided that after completion of such permanent improvements, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 22. DEFAULT AND REMEDIES.

(a) *Events of Default.* Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any registered owner to the City.

(b) *Remedies for Default.*

(i) Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

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

(c) *Remedies Not Exclusive.*

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

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

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

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 23. MISCELLANEOUS PROVISIONS. (a) *Preamble.* The preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

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

(c) *Rules of Construction.* The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to "FORM OF CERTIFICATE" shall refer to the form of the Certificates set forth in *Exhibit A* to this Ordinance. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of any mandatory sinking fund redemption payments as may be described herein.

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

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

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

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

(h) *Application of Chapter 1208, Government Code.* Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and the Surplus Revenues granted by the City under Section 6(b), and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Surplus Revenues

granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

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

[Remainder of page intentionally left blank.]

PASSED, APPROVED AND EFFECTIVE THIS JULY 24, 2014.

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City Secretary, City of College Station, Texas

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Mayor, City of College Station, Texas

(CITY SEAL)

APPROVED:

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



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*Ordinance*  
City of College Station, Texas  
Certificates of Obligation, Series 2014

SIGNATURE PAGE



check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the Paying Agent/Registrar. The City covenants with the registered owner of this Certificate that on or before each principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IN THE EVENT OF NON-PAYMENT of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("*Special Payment Date*", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Certificate appearing on the Registration Books kept by the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated as of [Dated Date], 2014, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_, for the purpose of paying contractual obligations to be incurred by the City, to-wit, the construction of improvements as described in the Certificate Ordinance, and the payment of fiscal, engineering and legal fees incurred in connection therewith.

THE CERTIFICATES OF THIS SERIES maturing on \_\_\_\_\_ are subject to mandatory redemption prior to maturity in part at random, by lot or other customary method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date, and without premium, with funds on deposit in the Interest and Sinking Fund. Such Certificates shall be redeemed by the Paying Agent/Registrar on February 15 in each of the years and in the principal amounts, respectively, as are set forth in the following schedule:

Term Certificates due February 15, 20\_\_ :

Mandatory Redemption Date: 2/15/___	Principal Amount: \$___
Mandatory Redemption Date: 2/15/___*	Principal Amount: \$___

\* *Maturity*

The principal amount of the Certificates required to be redeemed pursuant to the operation of such mandatory sinking fund shall be reduced by the principal amount of any Certificate which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the Issuer and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described below and not theretofore credited against a mandatory sinking fund requirement.

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

AT LEAST THIRTY days prior to the date fixed for any such redemption, a written notice of such redemption shall be given to the registered owner of each Certificate or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Certificate, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in Authorized Denominations, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys

with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in Authorized Denominations. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in Authorized Denominations as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in an Authorized Denomination to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the City. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, neither the City nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 days before the day of the first mailing of a notice of redemption of Certificates and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within 45 calendar days.

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

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Certificate Ordinance

that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates.

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

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

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

XXXXX  
\_\_\_\_\_  
City Secretary, City of College Station, Texas

XXXXX  
\_\_\_\_\_  
Mayor, City of College Station, Texas

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
Authorized Representative

\*FORM OF COMPTROLLER'S CERTIFICATE ATTACHED TO  
THE CERTIFICATES UPON INITIAL DELIVERY THEREOF

COMPTROLLER'S CERTIFICATE

OFFICE OF COMPTROLLER §

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

STATE OF TEXAS §

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

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

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

(SEAL)

NOTE: \*to accompany initial certificates only.

FORM OF ASSIGNMENT

ASSIGNMENT

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

\_\_\_\_\_  
*Please insert Social Security or Taxpayer Identification Number of Transferee*

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

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

Dated: \_\_\_\_\_.

Signature Guaranteed:

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

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

## **EXHIBIT B**

### **PROCEDURES REGARDING COMPLIANCE WITH FEDERAL TAX AND CONTINUING DISCLOSURE COVENANTS**

This Exhibit is intended to assist the City of College Station (the "City") in complying with the federal income tax covenants and securities disclosure covenants as they apply to the issuance of tax-exempt debt securities such as the Certificates of Obligation (the "Obligations"). These procedures should be read together with any federal tax certifications, bond covenants, letters or memoranda from bond counsel and any attachments thereto (collectively, the "Closing Documents"). Failure to comply with federal guidelines could have serious consequences for investors, the City and its officials.

These procedures shall apply to the Obligations, until they are superseded by a change in circumstances at which time the City's bond counsel will propose new procedures to be adopted.

#### **I. FEDERAL TAX LAW**

##### **1. Arbitrage Compliance.**

Arbitrage refers to the difference between the interest paid on tax-exempt Obligations and the interest earned by investing the proceeds of tax-exempt Obligations in higher-yielding investments. Such higher-yielding investments could take the form of loans, securities, real property, personal property, or other investments that could yield a profit to the City. Federal income tax laws generally restrict the ability to earn arbitrage utilizing the proceeds of tax-exempt Obligations. Generally, any profit from investing Obligation proceeds at a yield above the yield paid on the Obligations belongs to the federal government and must be rebated to the federal government. If the City fails to comply federal tax guidelines, Obligations could be deemed to be "arbitrage bonds" by the Internal Revenue Service (the "IRS"), which would expose the City to monetary liability from the City's investors.

The arbitrage yield on the Obligations is set forth on the IRS Form 8038-G.

The Assistant City Manager and the City Treasurer (including such other employees of the City who report to such officers) (collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

- a. *Procedures applicable to the Obligation.* The Responsible Person shall undertake the following procedures.
  - i. If the City plans to spend funds currently on hand for a future project with the intent to later repay such funds from a debt issue, the Responsible

Person shall contact Bond Counsel to obtain advice regarding a reimbursement resolution. The Responsible Person shall maintain any official action of the City (such as a reimbursement resolution) stating the City's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project.

- ii. The Responsible Person shall ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS.
- iii. If proceeds of the Obligations are to be invested in interest-earning investments, assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired. If proceeds of the Obligations are to be invested in interest-earning investments, the Responsible Person should contact the City's arbitrage consultant regarding such matters.
- iv. The Responsible Person shall monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund (the "I&S Fund"), to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period.

*NOTE: the purpose of the I&S Fund is to achieve a proper matching of revenues with principal and interest payments within each fiscal year. The I&S Fund should be used a mechanism for payment of current debt service and not as a long-term investment fund for debt service many years in the future.*

- v. The Responsible Person shall ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.
- b. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person shall undertake the following.

- i. The Responsible Person shall instruct the persons who are primarily responsible for the construction, renovation or acquisition of the facilities financed with Obligations (the “Project”) that the Project must (i) proceed with due diligence toward completion and that (ii) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within six (6) months of the date of closing of the Obligations (the “Issue Date”). The Responsible Person shall monitor that the above requirements are satisfied.
- ii. The Responsible Person shall monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within three years of the Issue Date.
- iii. The Responsible Person shall monitor investment of proceeds of the Obligations and restrict the yield of the investments to the yield on the Obligations after three years of the Issue Date.
- iv. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are later refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes, and shall contact Bond Counsel as necessary.

**B. Private Business Use.**

Generally, the proceeds of tax-exempt Obligations may not inure to the benefit of entities other than state or local governments (“private business use”). Private business use occurs whenever Obligation proceeds are used to benefit any entity other than a state or local government, *including nonprofit corporations and the federal government.*

A series of Obligations may lose their tax-exempt status if: (i) more than 10% of the proceeds of the Obligations are to be used for any private business use and the payment of the principal or interest on more than 10% of the proceeds of the Obligations is secured by or payable from property used for a private business use, or (ii) the amount of proceeds of the Obligations used to make loans to borrowers other than state and local governments exceeds the lesser of 5% of the proceeds or \$15 million.

With respect to the use of the facilities financed or refinanced with the proceeds of the Obligations, the Responsible Person shall undertake the following to ensure the Obligations do not violate private business use tests.

- a. The Responsible Person shall develop procedures or a “tracking system” to identify, log and record all property financed with tax-exempt debt and identify the issue of Obligations used to finance such property.
- b. The Responsible Person shall monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended.
- c. The Responsible Person shall monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, research contract, naming rights agreement, purchase contract, management agreement or other service agreement) with respect to any portion of the Project.
- d. Before entering into any private business use arrangement that involves the use of the Project, the Responsible Person must obtain a description of the proposed private business use arrangement and determine whether such arrangement, if put into effect, will be consistent with the restrictions on private business use of the Project. In connection with the evaluation of any proposed private business use arrangement, the Responsible Person should consult with Bond Counsel to discuss whether such arrangement, if put into effect, will be consistent with the restrictions on private business use of the Project, and, if not, whether any “remedial action” permitted under federal guidelines may be taken as a means of enabling such private business use without adversely affecting the tax-exempt status of the Obligations.
- e. The Responsible Person shall monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the Project (*e.g.*, water, gas, electricity, capacity) on any basis other than standard rates and charges.
- f. The Responsible Person shall monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, has a naming right for the Project or any other contractual right granting an intangible benefit.
- g. Prior to any sale of property owned by the City (real or personal), the Responsible Person must confirm whether such property was financed with tax-exempt debt, and if so, determine whether the proposed disposition of the property could impact the tax-exempt status of the series of Obligations that financed the acquisition of such property.
- h. The Responsible Person shall take any action necessary to remediate any failure to maintain compliance with the covenants contained in the ordinance authorizing the issuance of the applicable series of Obligations.

**C. Record Retention.**

The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

For purposes of these procedures, the Memorandum of Bond Counsel dated December 1, 2011 styled "Certain Federal Income Tax Considerations for Record Retention – Record Management Program and Periodic Compliance Review" is incorporated herein and should be reviewed periodically, at least once per year, by the Responsible Person.

**D. Responsible Person & Continuity.**

Each Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

Prior to cessation of employment with the City, the Responsible Person should identify their successor to maintain compliance with these procedures.

**II. FEDERAL SECURITIES LAW**

Obligations, whether taxable or tax-exempt, sold in a public offering in an amount of \$1 million or more are subject to Rule 15c2-12 (the "Rule") of the United States Securities and Exchange Commission (the "SEC"). Additionally, the City may have covenanted to comply with the Rule even with respect to Obligations that would otherwise be exempt from the Rule (e.g., Obligations sold in a private placement or Obligations sold in an amount less than \$1 million). Pursuant to the Rule, the City is required to make annual filings of certain information, as well as make filings upon the occurrence of certain specified events. All filings must be made with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access System ("EMMA") at [emma.msrb.org](http://emma.msrb.org).

**A. Annual Filings.**

The City must file the information listed below with EMMA within six (6) months of each fiscal year end for so long as the respective series of Obligations remains outstanding. The City's fiscal year ends on September 30 of each year. Therefore, the City must provide updated

information by March 31 of the subsequent year. If audited financial statements are not available by March 31, the City must provide unaudited financial information by such date and provide audited financial statements when such statements become available. The City must file each of the following items with EMMA:

- (1) The City's audited financial statements; and
- (2) An update of the financial tables included in the Official Statement used in connection with the Obligations as described under the caption "Continuing Disclosure of Information". The information should be from the most recent fiscal year end.

The Responsible Person must compile, prepare and make such filings within the required time, or, alternatively, contract with a third-party, such as the City's financial advisor, to make such filings on the City's behalf.

#### **B. Notices of Specified Events.**

The City must provide notice of any of the following events with respect to the Obligations to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
- (7) Modifications to rights of Obligation holders, if material;
- (8) Obligations calls (includes redemptions and other early payments), if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Obligations, if material;

- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional paying agent or the change of name of a paying agent, if material; and
- (15) In a timely manner, notice of a failure of the City to make the required annual filings listed in Subsection II(A) above.

The Responsible Person should review this list at regular intervals to determine whether any event has occurred that may require a filing with EMMA.

**EXHIBIT C**

**PRELIMINARY OFFICIAL STATEMENT**



## Legislation Details (With Text)

<b>File #:</b>	14-566	<b>Version:</b>	1	<b>Name:</b>	GO Ordinance
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	7/7/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	7/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action and discussion on an ordinance authorizing the issuance of up to \$38,000,000 in principal amount of "City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2014"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject.				
<b>Sponsors:</b>	Jeff Kersten				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">1. COCS 2014 Debt Issue 5-21-14.pdf</a> <a href="#">Ordinance (GO Imp and Ref) (ver 1).pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on an ordinance authorizing the issuance of up to \$38,000,000 in principal amount of "City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2014"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject.

**Relationship to Strategic Goals:** Financially Sustainable City, and Providing Core Services and Infrastructure.

**Recommendation(s):** Council move to approve the ordinance authorizing the issuance and sale of up to \$38,000,000 in "General Obligation Improvement and Refunding Bonds, Series 2014"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject.

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

The bonds that are proposed to be refunded are:  
 Utility System Revenue Refunding Bonds, Series 2005A \$ 3,425,000

Certificates of Obligation, Series 2006	\$ 4,225,000
General Obligation Bonds, Series 2006	\$ 4,285,000
Utility System Revenue Bonds, Series 2006	<u>\$10,750,000</u>
	\$22,685,000

The City Council's Finance and Budgetary Policies allow for the City to "refund" debt when there is a net present value savings of at least 5%. The opportunity that is currently before the City Council will save the City approximately **9.961810%** over the remaining life of the issues. The net present value savings includes the debt issuance costs. **If this ordinance is approved, the City Council will be delegating to the Mayor, the City Manager and the Assistant City Manager the authority to effect the refunding and the bond sale when the net present value savings on the refunding achieves at least the 5% threshold through January 24, 2015. Currently, the net present value savings is above the 5% threshold, however, if the net present value savings should fall below the 5%, this will provide an opportunity to reach the 5% threshold over the next 6 months in order to generate as much savings as possible for the City.**

Refundings are typically done as negotiated sales rather than our normal bidding process. In a negotiated sale, a consortium of investment firms is selected with one firm named as the managing partner for the sale. The sale is negotiated and pricing is verified against pricing for similar instruments within a few days of the actual sale date to make sure that the City is getting the best pricing for its debt.

The City Council is authorized to approve the issuance of General Obligation Improvement Bonds which have been authorized by a vote of the citizens. The Citizens approved a total of \$76,950,000 on November 4, 2008. By approving the ordinance, the Council will issue \$13,690,000 from the 2008 authorization. This is the sixth bond sale from the 2008 bond authorization. The 2008 authorization provides for a 7 year capital plan.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget. This particular debt issue is planned to provide resources for street and transportation projects, traffic signals, pedestrian improvements, hike and bike trails, parks and park facilities improvements and the library expansion.

**Budget & Financial Summary:** Based on current estimates, the refunding will reduce the overall cost of the refunded bonds by at least 9.961810% over the remaining life of the existing bonds. Total net present value savings will be at least \$2,259,837. The average annual savings will range between \$147,357 and \$303,805 per year. The savings will help the City by providing an additional margin that Council may choose to use for projects not currently funded by an identified source.

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

**Attachments:**

1. Ordinance
2. Preliminary Official Statement - A copy will be place in the City Secretary's Office



**2008 General Obligation Bonds**

Streets	<b>Proposed</b>			
	1,100,000	2008 GOB Traffic Signals	ST1027	20 Yrs
	3,760,000	Lick Creek Hike and Bike Trail	ST1104	20 Yrs
	<u>2,750,000</u>	University Dr Pedestrian Imp Ph II	ST1206	20 Yrs
Streets Total	<u>\$ 7,610,000</u>			
Parks	220,000	NH Park Revolving Fund	PK0912	20 Yrs
	3,315,000	Lincoln Center Addition	PK1213	20 Yrs
	<u>2,045,000</u>	Lick Creek Nature Center	PK1102	20 Yrs
Parks Total	<u>\$ 5,580,000</u>			
General Government	<u>500,000</u>	Library Expansion	GG1010	20 Yrs
General Gov't Total	<u>\$ 500,000</u>			
2008 GOB Total	<u><u>\$ 13,690,000</u></u>			

**Gen'l Gov't Certificates of Obligation**

Streets	<b>Proposed</b>			
	300,000	Design of U-Turns @ Univ and SH6	ST1305	20 Yrs
	2,050,000	RPR E Rehab BP to Stonebrook	ST1301	10 Yrs
	1,980,000	Rock Prairie Rd W Widening	ST1304	20 Yrs
	2,000,000	Luther Street Rehab	ST1401	20 Yrs
	410,000	Graham Rd Rehab	ST1421	20 Yrs
	<u>200,000</u>	Francis Dr Rehab Ph I	ST1419	20 Yrs
Streets Total	<u>\$ 6,940,000</u>			
General Government	3,325,000	ERP System Replacement	CO1204	10 Yrs
	240,000	Electronic Storage System	CO1305	5 Yrs
	<u>1,540,000</u>	CAD/RMS Replacement	CO1301	10 Yrs
General Gov't Total	<u>\$ 5,105,000</u>			
Governmental CO Subtotal	<u><u>\$ 12,045,000</u></u>			

Utility Certificates of Obligation	Proposed		
	2,650,000	Overhead System Improvements	20 Yrs
	2,100,000	Underground System Improvements	20 Yrs
	1,700,000	New Services and System Ext	20 Yrs
	<u>2,300,000</u>	Transmission & Distribution	20 Yrs
Electric Projects	<u>\$ 8,750,000</u>		20 Yrs
	3,300,000	Cooling Tower Expansion	20 Yrs
	1,000,000	SPPS Chemical System Replacement	20 Yrs
	300,000	Eastgate Rehab	20 Yrs
	250,000	Wellfield Collection System Loop	20 Yrs
	1,000,000	Area 2 Water Line Extension	20 Yrs
	450,000	Cooner Water Line Rehabilitation	20 Yrs
	<u>200,000</u>	Luther Water Line Rehabilitation	20 Yrs
Water Projects	<u>\$ 6,500,000</u>		
	300,000	Eastgate Rehab	20 Yrs
	6,850,000	Bee Creek Parallel Trunkline	20 Yrs
	1,110,000	Carters Creek Centrifuge Improvements	20 Yrs
	750,000	Lick Creek Generator Replacement	20 Yrs
	340,000	Graham Road Wastewater Line Rehabilitation	20 Yrs
	1,000,000	Royder/Live Oak Wastewater Extension	20 Yrs
	<u>1,050,000</u>	Cooner Wastewater Line Rehabilitation	20 Yrs
Wastewater Projects	<u>\$ 11,400,000</u>		
Utility CO Subtotal	<u>\$ 26,650,000</u>		
Estimated Debt Issuance Costs	\$ 300,000		
<b>Certificates of Obligation Total</b>	<u><u>\$ 38,995,000</u></u>		
Total Debt Issue	<u><u>\$ 52,685,000</u></u>		

ORDINANCE NO. 2014-\_\_\_\_

AUTHORIZING THE ISSUANCE OF UP TO \$38,000,000 IN PRINCIPAL AMOUNT OF "CITY OF COLLEGE STATION, TEXAS GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2014"; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

<u>DATE OF ELECTION</u>	<u>AMOUNT AUTHORIZED</u>	<u>PURPOSE</u>	<u>AMOUNT PREVIOUSLY SOLD</u>	<u>AMOUNT ISSUED HEREIN</u>
November 4, 2003	\$7,610,000	Municipal complex improvements	\$3,955,000	\$0
November 4, 2008	\$48,785,000	Street & transportation improvements	\$22,885,000	
November 4, 2008	\$8,385,000	City library improvements	\$0	
November 4, 2008	\$12,790,000	Park & recreation improvements	\$6,565,000	
Total	\$77,570,000		\$51,385,000	

WHEREAS, this City Council finds and determines that it is necessary and proper to order the issuance, sale and delivery of such voted bonds;

WHEREAS, the City has previously issued, and there are presently outstanding, revenue bonds of the City secured by a pledge of revenues derived by the City from the ownership and operation of the City's Utility System (consisting of the City's combined municipal electric light and power, waterworks and sewer system), and general obligation bonds and certificates of obligation which are secured by the full faith and credit of the City and a pledge by the City to levy ad valorem taxes sufficient to pay principal of and interest on the bonds and certificates of obligation as they become due and a pledge of surplus revenues of the Utility System to further secure the certificates of obligation;

WHEREAS, the City now desires to refund all or part of the outstanding revenue bonds, general obligation bonds and certificates of obligation described in Schedule I attached hereto and incorporated herein, which may be selected and designated to be refunded by the Pricing Officer in the Pricing Certificate (the "*Refunded Obligations*");

WHEREAS, Chapter 1207, Texas Government Code, authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other

available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the City and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the City to enter into an escrow or similar agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such paying agent or trust company or commercial bank may agree;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the City to refund the Refunded Obligations in order to achieve a debt service savings, with such savings, among other information and terms to be included in the Pricing Certificate to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code;

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

WHEREAS, the City is an "Issuer" within the meaning of Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or in a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation;

WHEREAS, the bonds hereinafter authorized to be issued were voted and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code Chapters 1207, 1331 and 1371, as amended, and the City's Home Rule Charter; and

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

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

Section 1. AUTHORIZATION OF BONDS. That said City's General Obligation Improvement and Refunding Bonds, to be designated the "City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2014", are hereby authorized to be issued and delivered in the principal amount not to exceed \$38,000,000 for the public purpose

of (i) refunding the Refunded Obligations; (ii) constructing street and transportation improvements throughout the City including traffic signals, sidewalks, hike and bike trails and pedestrian improvements; (iii) constructing park and park facilities improvements; (iv) making improvements to City libraries; (v) paying the fiscal, engineering and legal fees incurred in connection with such projects; and (vi) paying the costs incurred in connection with the issuance of the Bonds (collectively, the "*Projects*").

## Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Sections 1207.007 and 1371.053, Texas Government Code, as amended, the Mayor, the City Manager and the Assistant City Manager of the City (each the "*Pricing Officer*") are each hereby authorized to act severally on behalf of the City in selling and delivering the Bonds, carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, whether the Bond shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and obtaining municipal insurance for all or any portion of the Bonds and providing for the terms and provisions thereof applicable to the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed \$38,000,000, with no more than \$24,000,000 of such amount to be issued for the refunding purposes described in Section 1(i) and Section 1(vi), and no more than \$14,000,000 of such amount issued for the construction of improvements described in Sections 1(ii) through 1(vi) hereof;

(ii) the true interest cost of the Bonds shall not exceed 4.000% per annum;

(iii) the refunding must produce present value debt service savings of at least 5.000%, net of any City contribution;

(iv) the net effective interest rate on the Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(v) the final maturity of the Bonds shall not exceed February 15, 2034;

(vi) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to January 24, 2015; and

(vii) on or prior to delivery, the Bonds shall be rated by a nationally recognized rating agency for municipal securities in one of the four highest categories for long-term obligations.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer

shall establish an amount that, when combined with premium used for purposes other than the payment of costs of issuance, does not exceed the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The City Council hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate are required to be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 3. CHARACTERISTICS OF THE BONDS. (a) The City shall keep or cause to be kept at the corporate trust office in Dallas, Texas (the "*Designated Trust Office*") of The Bank of New York Mellon Trust Company, N.A., or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of (g) below (the "*Paying Agent/Registrar*"), books or records for the registration and transfer of the Bonds (the "*Registration Books*"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided. The City or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Bond, or any portion thereof in any Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute Bond or Bonds shall be issued in exchange therefor in the manner herein provided.

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

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, and to act as its agent to exchange or

replace Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all exchanges thereof, and all replacements thereof, as provided in this Ordinance.

(d) Each Bond may be exchanged for fully registered Bonds in the manner set forth herein. Each Bond issued and delivered pursuant to this Ordinance may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered Bonds, without interest coupons, in the form prescribed in the FORM OF BOND, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered Bond or Bonds delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Bonds for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided, however, that any Bond delivered in exchange for or replacement of another Bond prior to the first scheduled interest payment date on the Bonds (as stated on the face thereof) shall be dated the same date as such Bond, but each substitute Bond so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which such substitute Bond is delivered, unless such substitute Bond is delivered on an interest payment date, in which case it shall be dated as of such date of delivery; provided, however, that if at the time of delivery of any substitute Bond the interest on the Bond for which it is being exchanged has not been paid, then such substitute Bond shall be dated as of the date to which such interest has been paid in full. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth in the FORM OF BOND (the "*Authentication Certificate*"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Bond, date such substitute Bond in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Bonds or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bond in the manner prescribed herein. Pursuant to Chapter 1206, Texas Government Code, the duty of exchange or replacement of any Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the

same effect as the Bonds which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond so selected for redemption, in whole or in part, within 45 calendar days of the date fixed for redemption; *provided, however*, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled principal of a Bond.

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

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

(g) The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than sixty days written notice to the Paying Agent/Registrar. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that it will promptly appoint a competent and legally qualified national or state banking institution which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof),

along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be in substantially the form as set forth in *Exhibit A* to this Ordinance, shall be numbered consecutively from R-1 upward, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance, and with the FORM OF BOND to be modified pursuant to, and completed with information set forth in the Pricing Certificate. The FORM OF BOND as it appears in *Exhibit A* shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate but it is not required for the FORM OF BOND to reproduced as an exhibit to the Pricing Certificate. The printer of the Bonds is hereby authorized to print on the Bonds (i) the form of bond counsel's opinion relating to the Bonds, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Bonds.

Section 5. DEFINITIONS. Terms not otherwise defined herein shall have the following meanings.

(a) The term "*Authorized Denomination*" shall mean a denomination of \$5,000 of principal amount of a Bond or any integral multiple thereof.

(b) The term "*Bonds*" shall mean the City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2014.

(c) The term "*Business Day*" means any day other than a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City are authorized by law or executive order to close.

(d) The term "*MSRB*" means the Municipal Securities Rulemaking Board.

(e) The term "*Pricing Certificate*" means a certificate of the Pricing Officer setting forth the terms of sale of the Bonds including the method of sale, principal amount, maturity dates, interest payment dates, dated date, interest rates, yields, redemption provisions, and other matters related to the sale of the Bonds.

(f) The term "*Rule*" means SEC Rule 15c2 12, as amended from time to time.

(g) The term "*SEC*" means the United States Securities and Exchange Commission.

Section 6. LEVY OF TAX; INTEREST AND SINKING FUND.

(a) That a special fund or account, to be designated the "City of College Station, Texas Series 2014 Improvement and Refunding Bond Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds are outstanding and unpaid, the governing body of the City shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide a sinking fund to pay the principal (including mandatory sinking fund redemption payments, if any) of the Bonds as such principal matures or comes due through operation of the mandatory sinking fund redemption, if any, but never less than 2% of the original amount of the Bonds as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any of the Bonds is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Ad valorem taxes necessary to pay the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 7. TRANSFER. That the City shall do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest due on the Bonds.

Section 8. SECURITY FOR FUNDS. That the Interest and Sinking Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and such Interest and Sinking Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

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

(b) *Application for Replacement Bonds.* That application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the City and to the Paying

Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) *No Default Occurred.* That notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

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

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

Section 10. FEDERAL INCOME TAX MATTERS. That the City covenants to refrain from any action which would adversely affect, or to take such action as to ensure, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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

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

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

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

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

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

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

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

For purposes of the foregoing (a) and (b), the City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the

Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, any Assistant City Manager and the Assistant City Manager, severally, to execute any documents, certificates or reports required by the Code, and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

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

Section 11. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. That the City covenants to account for the expenditure of proceeds from the sale of the Bonds and any investment earnings thereon to be used for the purposes described in Section 1 of this Ordinance (such purpose referred to in this Section and Section 12 as a "Project") on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure on a Project is made or (b) such Project is completed. The foregoing notwithstanding, the City shall not expend such proceeds or investment earnings more than 60 days after the earlier of (a) the fifth anniversary of the date of delivery of the Bonds or (b) the date the Bonds are retired, unless the City obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. DISPOSITION OF PROJECT. That the City covenants that the property constituting a Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. PROCEDURES TO MONITOR COMPLIANCE WITH TAX COVENANTS. The City hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made by the City herein.

Section 14. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS. That the Assistant City Manager of the City is hereby authorized to have control of the Bonds initially

issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The Bonds thus registered shall remain in the custody of the Assistant City Manager (or the designee thereof) until delivered to the Underwriter (as defined in Section 18 of this Ordinance).

Section 15. DTC REGISTRATION. That the Bonds initially shall be issued and delivered in such manner that no physical distribution of the Bonds will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Bonds. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Bonds initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Bonds on behalf of the Underwriter and its participants. So long as each Bond is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify ownership of the Bonds in Authorized Denominations, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Bonds initially deposited with DTC shall be immobilized and not be further exchanged for substitute Bonds except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Bonds. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Bonds, and the method of paying the fees and charges of DTC. The City does not represent, nor does it in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Bonds is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Bonds will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Bonds. In connection with the initial establishment of the foregoing book-entry system with DTC, the City heretofore has executed a "Blanket Letter of Representations" prepared by DTC in order to implement the book-entry system described above.

Section 16. CONTINUING DISCLOSURE OBLIGATION PURSUANT TO RULE 15C2-12 (17 C.F.R. § 240.15C2-12).

(a) Annual Reports. (i) The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year ending in or after 2014, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 18 of this Ordinance, being the information described below:

A. The "Annual Financial Report" for the most recently concluded fiscal year; and

B. The information included in the Official Statement under the following tables, but for the most recently concluded fiscal year: Tables 1 through 6 and 8 through 20.

(ii) Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the City's Annual Financial Report, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide annual financial information of the type described in subsection (a)(i)(B) by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(iii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) *Event Notices.* The City shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten Business Days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. (i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with

this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCE SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this

Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(d) *Procedures to Monitor Compliance with Continuing Disclosure Covenants.* The City hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the continuing disclosure covenants made by the City herein.

Section 17. DEFEASANCE. (a) *Deemed Paid.* Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "*Defeased Bond*") within the meaning of this Ordinance, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "*Future Escrow Agreement*") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

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

(c) *Selection of Defeased Bonds.* In the event that the City elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or

cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

(d) *Defeasance Securities.* The term "*Defeasance Securities*" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City 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; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the 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 (iv) any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

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

Section 18. SALE OF BONDS; OFFICIAL STATEMENT. (a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 2 hereof through a negotiated sale and pursuant to the terms and provisions of a purchase contract (the "Purchase Agreement"), the terms and provisions of which are to be determined by the Pricing Officer in accordance with Section 2 hereof, and in which the purchasers of the Bonds are designated. The Pricing Officer is hereby authorized to execute and deliver the Purchase Agreement for an on behalf of the City. The Bonds shall initially be registered in the name of the Underwriter or its designee as specified in the Pricing Certificate.

(b) The City hereby approves the form and content of the draft preliminary official statement relating to the Bonds in the form attached hereto as *Exhibit C* and any addenda, supplement or amendment thereto, and approves the distribution of such preliminary official statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable. The Pricing Officer is hereby authorized, in the name and on behalf of the City, to approve, distribute, and deliver a final preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriter in the marketing of the Bonds.

(c) The Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "*Insurer*") a municipal bond insurance policy (the "*Insurance Policy*") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the City to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect,

the requirements of the Insurer relating to the issuance of the Insurance Policy are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Manager, the Assistant City Manager and City Secretary, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City a Paying Agent/Registrar Agreement, in the form presented at the meeting at which this Ordinance is adopted, with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds, the Purchase Agreement and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. FURTHER PROCEDURES. That the Mayor, the City Secretary, the City Manager, the Assistant City Manager, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Bonds and fixing all details in connection therewith. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Bonds, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

Section 20. CONSTRUCTION FUND; USE OF PROCEEDS.

(a) The City hereby creates and establishes and shall maintain on the books of the City a separate fund to be entitled the "Series 2014 Bond Construction Fund" (the "*Construction Fund*") for use by the City for payment of all lawful costs associated with the acquisition and construction of the projects described in the preambles to this Ordinance.

(b) The proceeds from the sale of the Bonds shall be deposited, on the date of closing, in the manner described in a letter of instructions prepared by the City or on behalf of the City by the City's financial advisor. The foregoing notwithstanding, proceeds representing accrued interest on the Bonds shall be deposited to the credit of the Interest and Sinking Fund. Any amounts remaining after completion of the improvements described in Section 1 hereof shall be transferred FIRST to the Rebate Fund, to the extent required by Section 10 hereof, and THEREAFTER to the Interest and Sinking Fund.

Section 21. INTEREST EARNINGS. That the interest earnings derived from the investment of proceeds from the sale of the Bonds may be used along with other proceeds for the construction of the permanent improvements set forth in Section 1 hereof for which the Bonds

are issued; provided that after completion of such permanent improvements, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 22. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or the Pricing Officer is further authorized to enter into and execute on behalf of the City with the escrow agent named therein, an escrow or similar agreement, in the form and substance as presented at the meeting at which this Ordinance was adopted, which agreement will provide for the payment in full of the Refunded Obligations. In addition, the Pricing Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities, (as defined in the agreement), if any, and to authorize such contributions to the escrow fund as provided in the agreement.

#### Section 23. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The City hereby directs that certain of the Refunded Obligations be called for redemption on the dates and as set forth in the Pricing Certificate and the Escrow Agreement. Each of such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The Pricing Officer is hereby authorized and directed to issue or cause to be issued the Notices of Redemption of the Refunded Obligations.

(b) In addition, the paying agent/registrars for the Refunded Obligations are hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of the Refunded Obligations and are hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent/registrars therefore, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds placed in escrow with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 22 of this Ordinance.

#### Section 24. DEFAULT AND REMEDIES.

(a) *Events of Default.* Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation

thereof for a period of 60 days after notice of such default is given by any registered owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

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

(c) Remedies Not Exclusive.

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

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

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

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 25. MISCELLANEOUS PROVISIONS. (a) *Preamble.* The preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

(b) *Titles Not Restrictive.* That the titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter

of any section or of any part of this Ordinance.

(c) *Rules of Construction.* The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to "FORM OF BOND" shall refer to the form of the Bonds set forth in *Exhibit A* to this Ordinance. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of any mandatory sinking fund redemption payments as may be described herein.

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

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

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

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

(h) *Application of Chapter 1208, Government Code.* Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of ad valorem taxes granted by the City under Section 6, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

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

[Remainder of page intentionally left blank.]

PASSED, APPROVED AND EFFECTIVE THIS JULY 24, 2014.

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City Secretary, City of College Station, Texas

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Mayor, City of College Station, Texas

(CITY SEAL)

APPROVED:

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



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*Ordinance*  
*City of College Station, Texas*  
*General Obligation Improvement and Refunding Bonds,*  
*Series 2014*

SIGNATURE PAGE

**SCHEDULE I**  
**REFUNDED OBLIGATIONS**

City of College Station, Texas Utility System Revenue Refunding Bonds, Series 2005A  
City of College Station, Texas Certificates of Obligation, Series 2006  
City of College Station, Texas General Obligation Improvement Bonds, Series 2006  
City of College Station, Texas Utility System Revenue Bonds, Series 2006



payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the Designated Trust Office of the Paying Agent/Registrar. The City covenants with the registered owner of this Bond that on or before each principal and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IN THE EVENT OF NON-PAYMENT of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Bond appearing on the Registration Books kept by the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated as of [Dated Date], 2014, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_, for the purpose of (i) refunding the Refunded Obligations; (ii) construction of street and transportation improvements throughout the City including traffic signals, sidewalks, hike and bike trails and pedestrian improvements; (iii) construction of park and park facilities improvements; (iv) making improvements to City libraries; (v) the payment of fiscal, engineering and legal fees incurred in connection with such projects; and (vi) to pay the costs incurred in connection with the issuance of the Bonds.

THE BONDS OF THIS SERIES maturing on \_\_\_\_\_ are subject to mandatory redemption prior to maturity in part at random, by lot or other customary method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date, and without premium, with funds on deposit in the Interest and Sinking Fund. Such Bonds shall be redeemed by the Paying Agent/Registrar on February 15 in each of the years and in the principal amounts, respectively, as are set forth in the following schedule:

Term Bonds due February 15, 20\_\_ :

Mandatory Redemption Date: 2/15/\_\_\_\_

Principal Amount: \$\_\_\_\_

Mandatory Redemption Date: 2/15/\_\_\_\*

Principal Amount: \$\_\_\_

\* *Maturity*

The principal amount of the Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund shall be reduced by the principal amount of any Bond which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the Issuer and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described below and not theretofore credited against a mandatory sinking fund requirement.

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

AT LEAST THIRTY days prior to the date fixed for any such redemption, a written notice of such redemption shall be given to the registered owner of each Bond or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Bond or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Bond, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Bond or any portion hereof. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in Authorized Denominations, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent

immediately available funds sufficient to redeem all the Bonds called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in Authorized Denominations. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in Authorized Denominations as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in an Authorized Denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Bond or Bonds or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the City. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Bond or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, neither the City nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 days before the day of the first mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Bonds so selected for redemption when such redemption is scheduled to occur within 45 calendar days.

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

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

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a direct obligation of said City, issued on the full faith and credit thereof; and that in accordance with the terms of the Bond Ordinance, annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law.

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

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

\_\_\_\_\_  
xxxxx  
City Secretary, City of College Station, Texas

\_\_\_\_\_  
xxxxx  
Mayor, City of College Station, Texas

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
Authorized Representative

\*FORM OF COMPTROLLER'S CERTIFICATE ATTACHED TO  
THE BONDS UPON INITIAL DELIVERY THEREOF

COMPTROLLER'S CERTIFICATE

OFFICE OF COMPTROLLER §

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

STATE OF TEXAS §

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

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

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

(SEAL)

NOTE: \*to accompany initial Bonds only.

FORM OF ASSIGNMENT

ASSIGNMENT

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

\_\_\_\_\_  
*Please insert Social Security or Taxpayer Identification Number of Transferee*

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

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

Dated: \_\_\_\_\_.

Signature Guaranteed:

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

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

## **EXHIBIT B**

### **. PROCEDURES REGARDING COMPLIANCE WITH FEDERAL TAX AND CONTINUING DISCLOSURE COVENANTS**

This Exhibit is intended to assist the City of College Station (the "City") in complying with the federal income tax covenants and securities disclosure covenants as they apply to the issuance of tax-exempt debt securities such as the General Obligation Improvement and Refunding Bonds (the "Obligations"). These procedures should be read together with any federal tax certifications, bond covenants, letters or memoranda from bond counsel and any attachments thereto (collectively, the "Closing Documents"). Failure to comply with federal guidelines could have serious consequences for investors, the City and its officials.

These procedures shall apply to the Obligations, until they are superseded by a change in circumstances at which time the City's bond counsel will propose new procedures to be adopted.

#### **I. FEDERAL TAX LAW**

##### **1. Arbitrage Compliance.**

Arbitrage refers to the difference between the interest paid on tax-exempt Obligations and the interest earned by investing the proceeds of tax-exempt Obligations in higher-yielding investments. Such higher-yielding investments could take the form of loans, securities, real property, personal property, or other investments that could yield a profit to the City. Federal income tax laws generally restrict the ability to earn arbitrage utilizing the proceeds of tax-exempt Obligations. Generally, any profit from investing Obligation proceeds at a yield above the yield paid on the Obligations belongs to the federal government and must be rebated to the federal government. If the City fails to comply federal tax guidelines, Obligations could be deemed to be "arbitrage bonds" by the Internal Revenue Service (the "IRS"), which would expose the City to monetary liability from the City's investors.

The arbitrage yield on the Obligations is set forth on the IRS Form 8038-G.

The Assistant City Manager and the City Treasurer (including such other employees of the City who report to such officers) (collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

- a. Procedures applicable to the Obligation. The Responsible Person shall undertake the following procedures.

- i. If the City plans to spend funds currently on hand for a future project with the intent to later repay such funds from a debt issue, the Responsible Person shall contact Bond Counsel to obtain advice regarding a reimbursement resolution. The Responsible Person shall maintain any official action of the City (such as a reimbursement resolution) stating the City's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project.
  - ii. The Responsible Person shall ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS.
  - iii. If proceeds of the Obligations are to be invested in interest-earning investments, assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired. If proceeds of the Obligations are to be invested in interest-earning investments, the Responsible Person should contact the City's arbitrage consultant regarding such matters.
  - iv. The Responsible Person shall monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund (the "I&S Fund"), to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period.

*NOTE: the purpose of the I&S Fund is to achieve a proper matching of revenues with principal and interest payments within each fiscal year. The I&S Fund should be used a mechanism for payment of current debt service and not as a long-term investment fund for debt service many years in the future.*
  - v. The Responsible Person shall ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.
- b. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person shall undertake the following.

- i. The Responsible Person shall instruct the persons who are primarily responsible for the construction, renovation or acquisition of the facilities financed with Obligations (the “Project”) that the Project must (i) proceed with due diligence toward completion and that (ii) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within six (6) months of the date of closing of the Obligations (the “Issue Date”). The Responsible Person shall monitor that the above requirements are satisfied.
  - ii. The Responsible Person shall monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within three years of the Issue Date.
  - iii. The Responsible Person shall monitor investment of proceeds of the Obligations and restrict the yield of the investments to the yield on the Obligations after three years of the Issue Date.
  - iv. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are later refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes, and shall contact Bond Counsel as necessary.
- c. *Procedures applicable to Escrow Accounts for the Obligations.* In addition to the foregoing, with respect to the proceeds of the Obligations deposited to the escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person shall undertake the following.
- i. The Responsible Person shall review invoices, reports and other notifications from the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances.
  - ii. The Responsible Person shall contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed.
  - iii. The Responsible Person shall monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

**B. Private Business Use.**

Generally, the proceeds of tax-exempt Obligations may not inure to the benefit of entities other than state or local governments (“private business use”). Private business use occurs whenever Obligation proceeds are used to benefit any entity other than a state or local government, *including nonprofit corporations and the federal government.*

A series of Obligations may lose their tax-exempt status if: (i) more than 10% of the proceeds of the Obligations are to be used for any private business use and the payment of the principal or interest on more than 10% of the proceeds of the Obligations is secured by or payable from property used for a private business use, or (ii) the amount of proceeds of the Obligations used to make loans to borrowers other than state and local governments exceeds the lesser of 5% of the proceeds or \$15 million.

With respect to the use of the facilities financed or refinanced with the proceeds of the Obligations, the Responsible Person shall undertake the following to ensure the Obligations do not violate private business use tests.

- a. The Responsible Person shall develop procedures or a “tracking system” to identify, log and record all property financed with tax-exempt debt and identify the issue of Obligations used to finance such property.
- b. The Responsible Person shall monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended.
- c. The Responsible Person shall monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, research contract, naming rights agreement, purchase contract, management agreement or other service agreement) with respect to any portion of the Project.
- d. Before entering into any private business use arrangement that involves the use of the Project, the Responsible Person must obtain a description of the proposed private business use arrangement and determine whether such arrangement, if put into effect, will be consistent with the restrictions on private business use of the Project. In connection with the evaluation of any proposed private business use arrangement, the Responsible Person should consult with Bond Counsel to discuss whether such arrangement, if put into effect, will be consistent with the restrictions on private business use of the Project, and, if not, whether any “remedial action” permitted under federal guidelines may be taken as a means of enabling such private business use without adversely affecting the tax-exempt status of the Obligations.
- e. The Responsible Person shall monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, the employees of the

City, the agents of the City or members of the general public has a right to use the output of the Project (*e.g.*, water, gas, electricity, capacity) on any basis other than standard rates and charges.

- f. The Responsible Person shall monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, has a naming right for the Project or any other contractual right granting an intangible benefit.
- g. Prior to any sale of property owned by the City (real or personal), the Responsible Person must confirm whether such property was financed with tax-exempt debt, and if so, determine whether the proposed disposition of the property could impact the tax-exempt status of the series of Obligations that financed the acquisition of such property.
- h. The Responsible Person shall take any action necessary to remediate any failure to maintain compliance with the covenants contained in the ordinance authorizing the issuance of the applicable series of Obligations.

**C. Record Retention.**

The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

For purposes of these procedures, the Memorandum of Bond Counsel dated December 1, 2011 styled "Certain Federal Income Tax Considerations for Record Retention – Record Management Program and Periodic Compliance Review" is incorporated herein and should be reviewed periodically, at least once per year, by the Responsible Person.

**D. Responsible Person & Continuity.**

Each Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

Prior to cessation of employment with the City, the Responsible Person should identify their successor to maintain compliance with these procedures.

## II. FEDERAL SECURITIES LAW

Obligations, whether taxable or tax-exempt, sold in a public offering in an amount of \$1 million or more are subject to Rule 15c2-12 (the “Rule”) of the United States Securities and Exchange Commission (the “SEC”). Additionally, the City may have covenanted to comply with the Rule even with respect to Obligations that would otherwise be exempt from the Rule (*e.g.*, Obligations sold in a private placement or Obligations sold in an amount less than \$1 million). Pursuant to the Rule, the City is required to make annual filings of certain information, as well as make filings upon the occurrence of certain specified events. All filings must be made with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access System (“EMMA”) at [emma.msrb.org](http://emma.msrb.org).

### A. Annual Filings.

The City must file the information listed below with EMMA within six (6) months of each fiscal year end for so long as the respective series of Obligations remains outstanding. The City’s fiscal year ends on September 30 of each year. Therefore, the City must provide updated information by March 31 of the subsequent year. If audited financial statements are not available by March 31, the City must provide unaudited financial information by such date and provide audited financial statements when such statements become available. The City must file each of the following items with EMMA:

- (1) The City’s audited financial statements; and
- (2) An update of the financial tables included in the Official Statement used in connection with the Obligations as described under the caption "Continuing Disclosure of Information". The information should be from the most recent fiscal year end.

The Responsible Person must compile, prepare and make such filings within the required time, or, alternatively, contract with a third-party, such as the City’s financial advisor, to make such filings on the City’s behalf.

### B. Notices of Specified Events.

The City must provide notice of any of the following events with respect to the Obligations to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
- (7) Modifications to rights of Obligation holders, if material;
- (8) Obligations calls (includes redemptions and other early payments), if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Obligations, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional paying agent or the change of name of a paying agent, if material; and
- (15) In a timely manner, notice of a failure of the City to make the required annual filings listed in Subsection II(A) above.

The Responsible Person should review this list at regular intervals to determine whether any event has occurred that may require a filing with EMMA.

**EXHIBIT C**

**PRELIMINARY OFFICIAL STATEMENT**