



College Station, TX

Meeting Agenda City Council - Amended

1101 Texas Ave, College Station, TX 77840

Internet: www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 223 427 023 174 | Passcode: MvPmTr

*Phone: 469-480-7460 | Phone Conference: 952 310 468#

June 12, 2023

4:00 PM

City Hall Council Chambers

***Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.**

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

2.1. Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion, the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas.
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas.
- c. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- d. Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas.
- e. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
- f. Legal advice related to a 2016 Economic Development Agreement with Viasat, Inc.
- g. Legal advice related to a 2014 Economic Development Agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.
- h. Legal advice related to the rezoning of property.

2.2. Personnel {Gov't Code Section 551.074};

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

- a. City Secretary
- b. City Manager
- c. Council Self-Evaluation

3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.**4. Pledge of Allegiance, Invocation, and Consider Absence Request.**Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

5. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation to recognize Andrew Vorse Lede from College Station, who received a College Station Arts Scholarship.

Sponsors: Tanya Smith

Attachments: 1. 23 College Station Arts Scholarship Day

6. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

7. Consent Agenda.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

- 7.1. Presentation, discussion, and possible action of minutes for:

- May 25, 2023 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM052523 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action regarding amending the City's contract with St. Joseph Health Medical Group for Employee Health Clinic operations and management services for an amount not to exceed \$697,239.36 and rejection of all responses received for RFP 21-041 and RFP 23-048.

Sponsors: Alison Pond

Attachments: 1. Contract 16300427R1_AMD4_June 2023

- 7.3. Presentation, discussion, and possible action regarding the first renewal of the annual price agreement with Green Teams, Inc. for City Wide Landscape Maintenance and Mowing in an amount not to exceed \$1,150,844.

Sponsors: Emily Fisher

Attachments: 1. Annual Agreement Landscape Maintenance and Mowing First Renewal

- 7.4. Presentation, discussion, and possible action regarding a construction contract with Greenscapes Six, LLC, not to exceed \$339,213, plus the City's contingency amount of \$50,000, for a total appropriation of \$389,213 for the Lick Creek Hike and Bike Trail Improvements Project. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments: 1. Lick Creek Hike and Bike Trail Improvements Project Vendor Signed Contract

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action related to the Capital Improvement Projects (CIP) update.

Sponsors: Jennifer Cain

Attachments: None

- 8.2. Presentation, discussion, and possible action regarding a City Hall room use policy.

Sponsors: Bryan Woods

Attachments: None

- 8.3. Presentation, discussion, and possible action regarding updates from the Bryan/College Station Metropolitan Planning Organization for the Safe Streets and Roads for All grant and transition to a Transportation Management Area.

Sponsors: Jason Schubert

Attachments: 1. How the BCS MPO Will Transition to a TMA

- 8.4. Presentation and discussion regarding an update related to the Northeast Trunkline Phase Four capital project.

Sponsors: Jennifer Cain

Attachments: None

9. Regular Agenda.

- 9.1. Presentation, discussion, and possible action on an ordinance authorizing the issuance of general obligation bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing an official statement and instruments and procedures relating to said bonds; and enacting other provisions relating to the subject.

Sponsors: Michael DeHaven

- Attachments:
1. Ordinance (GO Imp Series 2023) (ver 1)
 2. Series 2023 Debt Issue GOB and CO

- 9.2. Presentation, discussion, and possible actions on an ordinance authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject.

Sponsors: Michael DeHaven

- Attachments:
1. Ordinance (CO Series 2023 (ver 1)
 2. Series 2023 Debt Issue GOB and CO

- 9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance adopting the standards of care for the City's Parks and Recreation Department's elementary age (5-13) Youth Recreational Program in compliance with the exemptions for childcare licensing according to Texas Human Resources Code Section 42.041(b)(14).

Sponsors: Steve Wright

- Attachments:
1. 2023 - ORDINANCE - 05-8-23

- 9.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban to MH Middle Housing for approximately 0.4 acres of land at 1100 Dexter Drive South, generally located south of the intersection of Holleman Drive and Dexter Drive South.

Sponsors: Jeff Howell

- Attachments:
1. Ordinance
 2. Vicinity, Aerial, and Small Area Map
 3. Rezoning Exhibit
 4. Background Information
 5. Applicant's Supporting Information
 6. Existing Future Land Use Map
 7. Rezoning Map

- 9.5. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.2938 acre portion of a 20-foot Utility Easement, said portion lying within Lots 1 & 2, Block 1 of the Scott & White Healthcare Subdivision according to the plat recorded in Volume 10179, Page 50 of the Official Public Records of Brazos County, Texas.

Sponsors: Parker Mathews

- Attachments:
1. Ordinance
 2. Ordinance Exhibit A
 3. Vicinity Map
 4. Location Map
 5. Application

- 9.6. Public Hearing, presentation, discussion, and possible action on approving an ordinance vacating and abandoning a 0.087-acre portion of undeveloped right-of-way, Patricia Street, generally located between 1st Street and University Drive (feeder to Wellborn) and depicted on the W.C. Boyett Estates, Partition Map, recorded in Volume 100, Page 440, of the Deed Records of Brazos County, Texas.

Sponsors: Parker Mathews

- Attachments:
1. Ordinance
 2. Ordinance Exhibit A
 3. Ordinance Exhibit B
 4. Vicinity Map
 5. Location Map
 6. Application

9.7. Public Hearing, presentation, discussion, and possible action on approving an ordinance vacating and abandoning a generally 60-foot wide Public Utility Easement, said easement crossing Lots 1 and 2, Block 2 and Oak Way Drive Right-of-Way, in the Post Oak Mall subdivision, as described by metes and bounds recorded in Volume 390, Page 733, of the Deed Records of Brazos County, Texas.

Sponsors: Lucas Harper

- Attachments:
1. Ordinance
 2. Ordinance Exhibit A
 3. Vicinity Map
 4. Location Map

9.8. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.14, "Drainage and Stormwater Management" and adding Section 7.15, "Lot Grading and Drainage for Individual Lots" of the Code of Ordinances of the City of College Station, Texas, regarding lot grading for residential property.

Sponsors: Anthony Armstrong

- Attachments:
1. Ordinance

9.9. Presentation, discussion, and possible action regarding a professional services contract with Mitchell & Morgan, LLP, not to exceed \$200,004.50 for design services for the Bee Creek and Central Park Tennis Courts, and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Jennifer Cain

- Attachments:
1. 2022 Bond: Tennis Courts: Design Contract - PK2306
 2. 2022 Bond: Tennis Courts: Revised PK2306 DRR 6.12.23
 3. 2022 Bond: Tennis Courts: Bee Creek Location
 4. 2022 Bond: Tennis Courts: Central Park Location

9.10. Presentation, discussion, and possible action regarding a professional services contract with Burditt Land|Place, not to exceed \$674,415 for design services for Bachmann Little League and Senior League Buildings and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Jennifer Cain

- Attachments:
1. Bachmann PK2304 DRR 6.12.23
 2. Bachmann Design Contract with Burditt

9.11. Presentation, discussion, and possible action regarding a professional services contract with The Arkitex Studio, Inc., not to exceed \$477,000 for design services for the Operations Shop at Central Park and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Jennifer Cain

- Attachments:
1. Central Park Operations Shop Design Contract
 2. Center Park Ops Shop PK2309 DRR 6.12.23

10. Council Calendar - Council May Discuss Upcoming Events.**11. Items of Community Interest.**

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

12. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

14. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on June 7, 2023 at 11:00 a.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

June 12, 2023
Item No. 5.1.
College Station Arts Scholarship

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation to recognize Andrew Vorse Lede from College Station, who received a College Station Arts Scholarship.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 23 College Station Arts Scholarship Day



Proclamation

WHEREAS, The Arts Council of Brazos Valley, through the generous support of local donors, awards multiple scholarships each year to deserving young artists in the Brazos Valley since 2010; and

WHEREAS, The Arts Council of Brazos Valley has awarded over \$100,000 in scholarship funds over the last 13 years to deserving Brazos Valley High School seniors pursuing their dreams of a college degree and career in the arts; and

WHEREAS, In the current year, The Arts Council of Brazos Valley awarded \$15,000 scholarship funding to help young artists achieve their dream of a college education and ultimately a successful career in the arts; and

WHEREAS, There was on scholarship given this year the James Bradfield Fine Arts Scholarship; and

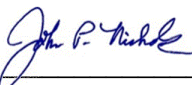
WHEREAS, Andrew Lede of College Station High School was awarded a 2023 \$5,000 James Bradfield Fine Arts Scholarship and plans to study Jazz - Piano at Loyola University in New Orleans.

NOW, THEREFORE, I, John P. Nichols, Mayor of the City of College Station, Texas, do hereby proclaim and officially recognize June 2023 as

College Station Arts Scholarship Day

And call upon the people of College Station to applaud their accomplishments and expressing our support in their future journey.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 12th day of June 2023.



John P. Nichols
Mayor

Attest:



Tanya Smith
City Secretary

June 12, 2023
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• May 25, 2023 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM052523 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MAY 25, 2023

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith - absent
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on May 25, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:01 p.m. on May 25, 2023, to continue discussing matters pertaining to:

2.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and

- Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- Legal advice related to a 2016 Economic Development Agreement with Viasat, Inc.

2.2. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Approximately 12 acres of land generally located southeast of the intersection of Gateway Boulevard and the State Highway 6 Frontage Road in the Business Center at College Station.
- Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.

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

- City Manager
- Council Self-Evaluation

3. The Open Meeting Will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

Executive Session recessed at 6:09 p.m. No action was taken.

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

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to accept Councilmember Smith's absence request for May 25, 2023. The motion carried unanimously.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming the week of May 21 - May 27, 2023, as National Public Works Week.

Mayor Nichols presented a proclamation to the Public Works Department, proclaiming May 21-27, 2023 as National Public Works Week.

6. Hear Visitors Comments.

Jacque Flagg, College Station, came before Council to thank Council for their support of Unlimited Potential and provided an update on their activities related to a potential facility in College Station.

7. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

Items 7.2, 7.3, and 7.7 were pulled from Consent for clarification.

(7.2 and 7.3) Emily Fisher, Director of Public Workers, explained that these are public streets and should be prohibited on one side of the street to best accommodate emergency response. Mrs. Fisher stated staff is considering ways to have more signs out for notification regarding the removal of parking.

(7.7) Mary Ellen Leonard, Finance Director, explained that Goodwill Industries are owners of this property and with the approval of this resolution Goodwill qualifies as a tax-exempt borrower since they have a designation as a 501 (c)(3) charitable organization under the Internal Revenue Code. For the loan to be tax exempt it must be approved by the City and Brazos County. The sole obligation to repay the loan is that of Goodwill. The new loan also has no impact on any other bonds that the City may issue in 2023.

7.1. Presentation, discussion, and possible action of minutes for:

- **May 15, 2023 Council Meeting**

7.2. Presentation, discussion, and possible action regarding ordinance 2023-4436 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, no parking here to corner and no parking any time" by removing parking on the north side of Antone Court.

7.3. Presentation, discussion, and possible action regarding ordinance 2023-4437 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, no parking here to corner and no parking any time" by removing parking on the west side of Lemon Tree Lane between Cedar Run and the end of Lemon Tree Lane.

7.4. Presentation, discussion, and possible action regarding a landscape maintenance agreement with the Texas Department of Transportation for the maintenance of landscape in certain areas along FM 2818.

7.5. Presentation, discussion, and possible action on approving annual polymer purchases from Polydyne, Inc. for an amount not to exceed \$288,144.

7.6. Presentation, discussion, and possible action regarding purchasing bullet resistant shields from M-Pak, Inc. for \$172,707.47.

7.7. Presentation, discussion, and possible action on a resolution for Heart of Texas Goodwill Industries to receive a tax-exempt loan related to their new store in College Station.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action regarding a City Hall room use policy.

Item was pulled and moved to future agenda.

8.2. Presentation, discussion, and possible action regarding an update related to the Northeast Trunkline Phase Four capital project.

Jennifer Cain, Director Capital Projects, provided an update related to the Northeast Trunkline Phase Four capital project.

Cooner Street Project

Scope:

- Included the installation of approximately 400 LF of 12” Force Main, 1585 LF of 24” sanitary sewer line, 1855 LF of 12” waterline, 1100 LF of RCP Storm drain ranging in size from 48” to 18” in diameter, 2565 LF of new curb & gutter, and 7270 SY of HMAC removal and replacement.

Timeline:

- Construction Start: September 2014
- Final Completion: September 2015

Cost:

- Design: \$302,092
- Construction: \$2,072,612

Northeast Trunkline Project goals

- To Serve Growth on University Corridor/Northgate
- To Serve Texas A&M Property, Including Hensel Park
- Maintain TCEQ compliance
- Investment to Date, \$7.5 Million

Technical Components

Included in all routes:

- 24” to 30" Diameter Gravity Line
 - ✓ Approximately 7,300 - 11,200 Linear Feet (depending on route)
- 12” CIPP
 - ✓ CIPP (cured-in-place pipe) is a trenchless rehabilitation method used to repair existing pipelines. It is a jointless, seamless pipe lining within an existing pipe.
 - ✓ Approximately 2,800 - 4,300 Linear Feet (depending on route)
- Bore Pit (trenchless method only)
 - ✓ 24’ to 30’ diameter

Included only for Chimney Hill route:

- 6.7 MGD Lift Station

Challenges for each Route

1. ROW Option: Rosemary/Beverly Estates
 - Property Owner Access During Construction
 - Easement Acquisition (10)
2. Chimney Hill/Lift Station
 - Highest Cost Option
 - Lift Station
 - Risk
 - On-going Maintenance
 - Property Owner Access During Construction
 - Easement Acquisition (11)
3. Pin Oak Creek Option: Rosemary Backlots – Not Recommended

- Easement Acquisition (26+)
- Aerial crossing(s)
- Additional studies – costs, time, etc.
- Constructability – access, etc.
- Potential Environmental impacts

Steven Maldonado, Assistant Director of Water Services, provided a brief overview of the Water & Wastewater Capital Plan.

- Annually Review Prioritization of Unfunded Capital Projects
 - ✓ Work Orders
 - ✓ Condition Assessments
 - ✓ Development & Economic Growth
 - ✓ Redevelopment & District Plans
 - ✓ O&M of Water Production and Wastewater Treatment Facilities
 - ✓ Public Works Streets Maintenance Plan & Unfunded Capital Projects
- Capital Project Groups
 - ✓ Water Production
 - ✓ Water Transmission & Distribution
 - ✓ Wastewater Collection
 - ✓ Wastewater Treatment
 - ✓ Joint Street Rehabilitation

Future Steps - Design

Including but not limited to:

- Additional Survey Work
- Geotechnical Investigation
- Environmental Study
- Easement Acquisition
- Subsurface Utility Engineering
- Traffic Control/Access Plan
- Jurisdictional Coordination
- Tree Protection Plan
- Public Communication/Engagement

At approximately 7:20 p.m., Mayor Nichols opened for Citizen Comments.

James Mulvey, Bryan, came before Council to share information related to a possible above ground route for this sewage line. He stated that an additional line along the potential route will increase potential flood risks and change the character of the neighborhood in the affected areas. In addition, he thanked the council for maintaining an open floor for citizen comment.

Richard Miles, Bryan, came before Council with concerns about the proposed sewer project through the Rosemary neighborhood. He questions the need for an underground line when the city already operates several lift stations and urged council to engage a specialist to give an opinion on the impact to trees along the route.

John Colvin, Bryan, stated that the presentation given by staff addressed his concerns.

Janet Dudding, Bryan, stated that her home will be directly impacted by this trunkline project. She has concerns about the impact of boring and the possible damage to existing lines in the area.

Brent Kelm, Bryan, stated that this project is for the benefit of College Station but will impact residents in Bryan. He believes that the city did not act responsibly to plan for the financial costs of the project so is choosing a less expensive route.

Scott Hickle, Bryan, provided information on the history and background of Beverly Estates Phases 4 Sewer Project. He questions the viability of the trees along the roadway if the city takes an underground route and believes that home values are already going down in the area.

David Gardner, Bryan, thanked Council for allowing citizens to come and speak about concern with both paths with the below and above ground routes. He would like to see a lift station used instead.

Mary Linne, Bryan, came before council to express her opinion that the city should not be trying to save money at the expense of the citizens of Bryan who will be impacted by this proposed line.

Ronald Bruce Schmidt, Bryan, wants to remind the council that just because you have the ability to do something does not mean it is the right thing to do. He urges the city to invest in a lift station instead.

There being no further comments, the Citizen Comments was closed at 8:00 p.m.

Council concurred with staff on their recommendation on not move forward with Pin Oak Creek route.

REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2023-4438 amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 27.1 acres of land, being 39 lots within Southwood Phase 21, Blocks 3-6, generally located along Bee Creek Drive and Southwood Drive.

Naomi Sing, Planning and Development, stated that this request is to rezone approximately 27.1 acres being 39 lots within the Southwood Phase 21 subdivision from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay. This request is to add a ROO, which is a single-family overlay zoning district, to the existing base zoning within the Southwood Phase 21 subdivision boundaries. The ROO is intended to provide subdivision-specific occupancy regulations – not to exceed two unrelated persons per single-family dwelling or accessory living quarter. The Petition Committee, comprised of Southwood Phase 21 homeowners, has met all requirements of the ROO application process. The Petition Committee submitted the application materials including the ROO petition that contained 25 total signatures. City staff were able to verify all 25 signatures, representing 64.1% of the subdivision in support of the requested ROO.

The Planning and Zoning Commission heard this item at their May 4, 2023, meeting and recommended approval of the request 5-2.

At approximately 8.27 p.m., Mayor Nichols opened the Public Hearing.

Applicant spoke on behalf of this request is to rezone approximately 27.1 acres being 39 lots within the Southwood Phase 21 subdivision from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay.

There being no further comments, the Public Hearing was closed at 8:44 p.m.

MOTION: Upon a motion made by Councilmember Wright, and a second by Councilmember Harvell, the City Council voted five (5) for and one (1) opposed, with Councilmember Cunha voting against, to adopt Ordinance No. 2023-4438, amending Appendix A, “Unified Development Ordinance,” Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 27.1 acres of land, being 39 lots within Southwood Phase 21, Blocks 3-6, generally located along Bee Creek Drive and Southwood Drive. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

11. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Councilmember Cunha reported on CSHS and CSAMH graduation ceremonies May 26, 2023.

Mayor Nichols recognized the retirement of Mike Martindale from CSISD and reported on the CTE Building groundbreaking.

Councilmember Yancy reported on the upcoming Twin City Mission 60th Gala.

12. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Mayor Nichols reported on the Brazos Valley Economic Development new Director.

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member’s or City Staff’s response to the request or inquiry will be limited to a statement of specific factual information

related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Councilmember Yancy requested a future agenda item for a feasibility study on convention center.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 9:09 p.m. on Thursday, May 25, 2023.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

June 12, 2023

Item No. 7.2.

Contract with St. Joseph Health Medical Group for Employee Health Clinic

Sponsor: Alison Pond, Director of Human Resources

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding amending the City's contract with St. Joseph Health Medical Group for Employee Health Clinic operations and management services for an amount not to exceed \$697,239.36 and rejection of all responses received for RFP 21-041 and RFP 23-048.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff respectfully recommends approval to amend the contract and reject all responses received for RFP 21-041 and RFP 23-048.

Summary: In June 2016, the City contracted with St. Joseph to provide Employee Health Clinic Operations and Management Services for City of College Station employees, retirees, and dependents enrolled in the City's self-funded group health insurance plan.

The City went out to bid (RFP 21-041) in April 2021 and received proposals from four (4) health care companies. A review panel comprised of Human Resources/Risk Management staff, the City Manager's Office, and the City's outside benefits consultant recommended St. Joseph as the continued clinic partner. To accommodate the additional time needed to finalize necessary negotiations and terms related to the clinic's relocation and staffing model adjustments, the City amended the contract extending the expiration an additional six (6) months to expire on June 30, 2023.

In alignment with the best interests of the City, a recommendation was given to review what other services and service providers were available in the marketplace. As a result, the City went out to bid (RFP 23-048) again in February 2023. An assessment of the proposals received resulted in the City's decision to reject the proposals as the offered services did not meet or exceed the services provided by the current contracted partner.

With the goal of attracting more interest from service providers to facilitate a productive and valuable procurement process, staff intends to release a new RFP in the coming months. Staff recommends amending the current contract with St. Joseph to extend the expiration an additional twelve (12) months to facilitate this process and secure a negotiated and executed contract. The proposed contract extension will begin on July 1, 2023 and expire on June 30, 2024.

Budget & Financial Summary: Funds are available and budgeted in the Employee Benefits Fund.

Attachments:

1. Contract 16300427R1_AMD4_June 2023



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: ^{16300427R1 AMD4} PROJECT#: N/A BID/RFP/RFQ#: 15-051

Project Name / Contract Description: Employee Health Clinic Operations and Management Services

Name of Contractor: St. Joseph Physician Associates d/b/a St. Joseph Health Medical Group

CONTRACT TOTAL VALUE: \$ \$697,239.36 Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☐ NEW CONTRACT ☐ RENEWAL # ☐ CHANGE ORDER # ☐ OTHER Amendment 4

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

This amendment extends the current agreement, originally awarded on June 9, 2016, beginning July 1, 2023 and ending June 30, 2024.

Funding Account: 22229100-6225

(If required)*
CRC Approval Date*: 5/19/2023 Council Approval Date*: 6/12/2023 Agenda Item No*:

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RY Performance Bond: N/A Payment Bond: NA Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

Alison Pond
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

5/24/2023
DATE

Jim Curtis
ASST CITY MGR – CFO

5/25/2023
DATE

John A. Haislet
LEGAL DEPARTMENT

5/25/2023
DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

FOURTH AMENDMENT TO EMPLOYEE HEALTH CLINIC AGREEMENT

This Fourth Amendment to the Employee Health Clinic Agreement (“Fourth Amendment”), will be made effective as of the last date signed by the parties hereto (“Effective Date”), and is made and entered into by and between **St. Joseph Physician Associates d/b/a St. Joseph Health Medical Group** (“Provider” or “Hospital”), a Texas nonprofit corporation and the **City of College Station, a Texas Home-Rule Municipal Corporation** (“City”).

Recitals

WHEREAS, the parties entered into an Employee Health Clinic Agreement on June 10, 2016 (the “Original Agreement”), as amended by that First Amendment to Original Agreement dated May 14, 2019 (“First Amendment”), and as further amendment by that Second Amendment to Original Agreement dated December 11, 2019 (the “Second Amendment”; and as further amendment by that Third Amendment to Original Agreement dated December 9, 2022 (the “Third Amendment”; the Original Agreement, First Amendment, Second Amendment, and Third Amendment hereinafter collectively the “Agreement”);

WHEREAS, under the terms of the Agreement, Provider provides certain administrative and clinical services, clinic facilities, and personnel to accomplish City’s objectives of establishing an Employee Health Clinic (“Clinic”) for treating the non-urgent health care needs of City employees, retirees and dependents enrolled in the City’s Group Health Insurance Plan (“GHIP”); and

WHEREAS, the term of the Agreement expires on June 30, 2023, and the parties desire to extend the term of the Agreement to continue to allow Provider to provide such administrative and clinical services, clinic facilities, and personnel through June 30, 2024; and

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises and covenants set forth in this Fourth Amendment and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Provider hereby agree as follows:

AGREEMENT

1. Definitions, Incorporation of Recitals. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Fourth Amendment are hereby incorporated herein and are made a part of this Fourth Amendment.

2. Extension of Term. Provider and City hereby extend the term of the Agreement for the period beginning on July 1, 2023 (“Commencement Date”) through June 30, 2024. The parties intend to use this extension period to further evaluate clinic operations and options.

3. Compensation for Services. The not-to-exceed dollar amount in Section 7 of the Agreement is amended to **SIX HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS AND 36/100 (\$697,239.36)**. See Exhibit B – Clinic Not-to-Exceed Amounts.

4. Costs and Expenses of Services. Section 7(a) of the Agreement is amended to read as follows:

Provider will submit the monthly invoice to the City for all professional health services provided during the preceding month by the fifteenth (15th) day of the following calendar month. Such invoice shall include all receipts, third-party invoices, and actual costs incurred by Provider for providing the services, including, but not limited to, all costs for Clinic space, maintenance, equipment, supplies, or third-party services as well as salaries and benefits for personnel in relation to the provision of services, plus an Administrative Fee equal to three percent (3.0%) of the total operating expenses excluding the following: lease, medical director expenses, occupational medicine expenses for Provider lab service fees and flu vaccinations. The parties mutually agree to negotiate in good faith, any future Administrative Fee adjustments or amounts. Any such Administrative Fee(s) shall not exceed fair market value. Any special projects requested by the City will be negotiated between City and Provider and invoiced separately.

5. Staff Increases. Section 7(c) of the Agreement is amended to read as follows:

In the event Clinic staffing needs increase, the parties shall meet in good faith within thirty (30) days to adjust staffing needs. Such adjusted staffing needs may be a permanent or temporary response. The City and Provider will determine appropriate increased compensation for any additional staffing used in the provisions of services hereunder based upon the following hourly schedule:

Hourly Rate for PRN Staffing Model		
	Title	Hourly Rate
Provider	Advanced Practice Clinician	\$70.00/HR
	Physician	\$126.00/HR
Support Staff	Office Assistant	\$20.00/HR
	Clinical Support Staff (MA or LVN)	\$25.00/HR

6. Medical Director and Additional Provider Services. A new Section 7(d) titled "Medical Director and Additional Provider Services" is added to the Agreement and it reads as follows:

The Medical Director will be responsible for supervising the Advanced Practice Clinician(s) in the Employee Health Clinic as required by Texas State statute (<https://statutes.capitol.texas.gov/Docs/OC/htm/OC.157.htm>). Advanced Practice Clinician supervision will be invoiced to the City monthly at \$1,000.00 per Advanced Practice Clinician FTE.

If there are requests by the City for additional provider services of the Medical Director that fall outside of the requirements as a supervising physician, the City will be invoiced at a pass-through rate of \$150.00 per hour for the Provider's time (i.e.

trainings, lectures). Should the City request additional provider services, a timesheet will be submitted to the City with the monthly invoice detailing time and costs allocated to the additional provider services. See Exhibit H – Medical Director Job Description.

7. Base Rate Payment. Section 8(b) of the Agreement is amended to read as follows:

The City agrees to pay Provider, as part of the monthly invoice submitted to the City by Provider, one twelfth (1/12th) each month of the following pass-through annual base rate per square foot amount, as indicated in the chart, below. The annual base payment amount is calculated by multiplying the base rate per square foot dollar amount, by the actual **2,408** square feet of utilized Clinic space, in the building located at 4421 Hwy. 6 South, College Station, Texas 77845 (the “4421 Clinic Space”) for the following periods of time, so long as this Clinic Agreement remains in full force and effect:

PERIOD	Base Rate Per Square Foot	Monthly Base Payment	Annual Base Payment
July 1, 2023 – June 30, 2024	\$33.00	\$6,622	\$79,464

8. Term and Termination. Section 12 of the Agreement is amended to read as follows:

Unless terminated as provided herein, this Agreement shall be effective as of July 1, 2023, and shall continue until June 30, 2024. After June 30, 2024, this Agreement may continue on a month-to-month basis as agreed upon in writing by both parties. This Agreement may be terminated as follows:

- (a) Termination by City. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement with or without cause upon ninety (90) days' written notice of the City's election to do so from the City Manager to Provider. Upon expiration of ninety (90) days, Provider shall discontinue all services in connection with the performance of the Agreement. Within ninety (90) days following service discontinuation, Provider shall submit a final statement showing in detail the services satisfactorily performed and accepted, the Base Rate Payment due through the end of the month in which the Agreement terminates, and all other appropriate documentation required herein for payment of services. If this Agreement is terminated for cause, Provider shall be liable for any damage to the City resulting therefrom. This liability includes any actual, direct and reasonable damages incurred by the City in completing Provider's work and subject to the City's right to mitigate its damages. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- (b) Termination by Provider. This Agreement shall terminate upon cessation of all clinical services of Provider; provided Provider gives at least ninety (90) days' prior written notice. Within ten (10) days after the termination of this Agreement pursuant to this section, Provider shall submit a final statement showing in detail

the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services.

- (c) **Non-Appropriation of Funds.** If the City’s city council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement automatically terminates on the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). The City may execute such termination by giving Provider a written notice of termination at least thirty (30) days prior to the end of its then current fiscal year.
- (d) **Effect of Termination.** Upon termination of this Agreement, the rights of the parties hereunder shall terminate; however, such action shall not relieve either party of obligations imposed with respect to services furnished prior to such termination.

9. **Notice.** Section 18 of the Agreement titled “Notices” is amended to read as follows:

Notices required to be or otherwise which are in writing shall be deemed duly served when personally received by one of the parties as set forth below, or in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such party at the following addresses:

<u>If sent to Provider, to:</u>	<u>If sent to City, to:</u>
St. Joseph Medical Group Attn: Vice President Physician Enterprises 2801 Franciscan Drive Bryan, TX 77802	City of College Station Human Resources Department P.O. Box 9960 College Station, TX 77842 <u>With a Copy to:</u> City of College Station City Attorney’s Office P.O. Box 9960 College Station, TX 77842

10. **General Provisions.** Section 19 subpart (a) “Compliance with CHI Standards of Conduct”, subpart (b) “Ethical and Religious Directives”, and subpart (c) “Legal Compliance” are all amended to read as follows:

- (a) **Compliance with CommonSpirit Standards of Conduct.** Provider shall comply with the CommonSpirit Health Initiatives (“CommonSpirit”) Standards of Conduct as set forth in the Our Values & Ethics at Work Reference Guide, available at:

https://www.commonspirit.org/content/dam/commonspirit/pdfs/CommonSpirit_ComplianceBooklet07-16-21_vf-s.pdf

- (b) **Ethical and Religious Directives.** Provider shall comply with the United States Conference of Catholic Bishops’ Ethical and Religious Directives for Catholic

Health Care Services, available at: <http://www.usccb.org>

(c) Legal Compliance and Data Breach Protocol. Provider and City shall comply with all applicable laws, rules, and regulations, and in the event of a Data Breach, Provider shall follow the Data Breach Protocol, in addition to all other applicable federal and state laws, rules, regulations, and policies.

i. Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Protected Health Information (PHI), Patient Information (PI), Personally Identifiable Information (PII), or Personal Data (PD) transmitted, stored or otherwise processed by Provider or any third party, contractor, or sub-contractor (of any level) of Provider.

ii. Data Breach Protocol means the protocol to be followed by the Provider in the event of a Data Breach of PHI, PI, PII, and PD, which shall initially consist of, among other legal requirements, delivering appropriate notice of any such Data Breach to the City within twenty-four (24) hours of discovery of said Data Breach, and all affected patients/employees in compliance with all federal and state data breach notification laws, and providing notification as required by the Identity Theft Enforcement and Protection Act contained in Texas Business and Commerce Code Chapter 521. In addition, Provider shall bear any costs associated with the investigation and resolution of the Data Breach, engage a credit monitoring service, publish a website or a toll-free number and call center for affected individuals (as required by state or federal law), complete all corrective actions as reasonably determined based on root cause, and send the City written findings and remedial measures from the Data Breach.

11. Exhibit A – Scope of Services is amended in its entirety and the amended version is attached to this Agreement.

12. Exhibit B – Clinic Not-to-Exceed Amounts is amended in its entirety and the amended version is attached to this Agreement.

13. Exhibit C – Occupational Med Services is amended in its entirety and the amended version is attached to this Agreement.

14. Exhibit D – Staffing is amended in its entirety and the amended version is attached to this Agreement.

15. Exhibit E – Monthly Clinic Reports is amended in its entirety and the amended version is attached to this Agreement.

16. Exhibit F – Insurance Requirements is amended in its entirety and the amended version is attached to this Agreement.

17. Exhibit G – Certificates of Insurance. – Provider to supplement with most recent certificates.

18. Exhibit H – Medical Director Job Description and Compensation. A new Exhibit H titled “Medical Director Job Description and Compensation” is added and attached to this Agreement.

19. Miscellaneous.

a. All other terms, conditions, and obligations of the Agreement not expressly addressed in this Amendment shall remain unchanged.

b. In the event of any inconsistency between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall govern and control.

c. This Fourth Amendment may be executed in multiple counterparts, each of which shall be considered an original, but all of which, taken together, constitute one and the same document binding upon the parties. Each party intends to be bound by such party's electronic or pdf signature, is aware that each other Party is relying on such Party's electronic or pdf signature, and hereby waives any defenses to the enforcement of this Fourth Amendment based on the form of signature.

IN WITNESS WHEREOF the parties have each executed this Fourth Amendment as of the date set forth below their signature.

ST. JOSEPH HEALTH MEDICAL GROUP

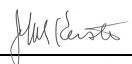
CITY OF COLLEGE STATION

By: 
John A. Flynn
System Senior Vice President –
Texas Division
Physician Enterprise

By: _____
City Manager

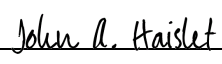
Date: _____

Date: 5/24/2023

By: 
Assistant City Manager/CFO

Date: 5/25/2023

APPROVED:

By: 
City Attorney

Date: 5/25/2023

EXHIBIT A

SCOPE OF SERVICES

Clinical Scope of Services **Provider** will provide:

The Clinical Scope of Services offered by **Provider** at the Clinic shall include, but is not limited to, the following outpatient Clinical services:

Dermatology:

- Minor cellulitis
- Linear laceration <4cm to the face & <Burn to extremity
- 1 '1 degree burns
- Animal bites, no debridement
- Puncture wounds to extremities
- Minor contusions and abrasions
- Skin rashes
- Allergic reactions without shortness of breath
- Uncomplicated abscess
- Impetigo
- Diaper rash
- Chicken pox
- Suture removal
- Wound changes
- Dressing changes
- Insect bites

Gastrointestinal:

- Constipation
- Diarrhea with normal vital signs
- Vomiting with normal vital signs, without abdominal pain
- Persistent vomiting or diarrhea

Genitourinary:

- Dysuria
- Urethral discharge in males
- Vaginal discharge without pelvic pain

Head, eye, ear, neck and throat issues:

- Earaches
- Toothaches
- Sore throats with fever
- Conjunctivitis
- Acute sinusitis
- Unresolved epistaxis without hypertension
- Corneal abrasions
- Sub conjunctival hemorrhages
- Foreign body to ear, cornea or nose
- Sty

Musculoskeletal:

- Back pain without focal neurological deficit
- Extremity injury without obvious deformity

Neurological:

- Chronic recurrent migraine

Pediatric:

- Cellulitis
- Ear Pain
- Sinus, Allergy, and Flu symptoms
- Minor wounds
- Minor dermatology issues, including Chickenpox
- Urinary tract infections
- School Physicals for established patients

Respiratory:

- Cough without signs of CHF or severe COPD/asthma
- Cold/flu symptoms
- Respiratory rate <30 {<45 in peds) & O2 sat >95%

Occupational Medicine Services:

- Subungual hematoma
- Drug Screens (DOT and non-DOT)
- Breath Alcohol testing (DOT and non-DOT)
- Return to work releases
- Immunizations (Hepatitis A, Hepatitis B, TB Screening (PPD and QGold), Tetanus/diphtheria, Varicella and Flu Shots)
- Immunization Titers (Hepatitis B, MMR, and Varicella)
- Blood borne pathogen and communicable disease exposures
- Rabies exposure or follow-up immunizations
- EKG
- Spirometry
- Pre-Employment and Fit for Duty Physicals
- Titmus
- Audio
- Respirator Fit Testing

Workers' Compensation Services:

- St. Joseph shall adhere to all laws and statutes related to the Texas Workers' Compensation Insurance Program promulgated by the Texas Department of Insurance Division of Workers' Compensation.
- St. Joseph shall comply with the Official Disability Guidelines (ODG) adopted by the Texas Legislature in 2006 (House Bill 7), for the treatment of any covered work-related injuries.
- The City provides a robust return-to-work program for employees with covered compensable work-related injuries. St. Joseph shall cooperate with the City to ensure injured employees are able to return to some level of activity during their recovery until they are able to return to full duty.

Virtual Visit Services:

- Follow-up Visits
- Medication Management
- Chronic Disease Management
- Test Results
- Sick Visits (e.g respiratory, stomach/digestive, UTI)
- Minor Urgent Care
- Mental and Behavior Health

- Rash/Skin Problems

The following services will be evaluated for a higher level of care at the Clinic, and may be directed or referred to another healthcare provider:

Cardiac:

- Cardiac symptoms

Gastrointestinal:

- Abdominal pain if abnormal vital signs

Genitourinary:

- Scrotal swelling or injury
- Catheterizations for other than urinalysis or C&S
- Acute urinary retention

Head, eye, ear, nose, and throat:

- Visual disturbances
- Chemical burns

Musculoskeletal:

- Significant trauma to back
- Neck pain – post-Motor Vehicle Accident
- Obvious deformity of extremity
- Penetrating deep lacerations with possible tendon or nerve involvement
- Ejection from vehicle or from livestock
- Fall greater than one(1) times the patient's height
- Major intrusion, damage or high-speed crash
- Severe uncontrolled bleeding
- All paralysis or neurosensory deficits
- All suspected neurovascular or neurosensory injuries
- Systolic Blood Pressure <90 or Pulse <60 or >100 or Respiratory rate <10 or >29 in an adult
- Penetrating injury to head, neck, thorax or abdomen

Illnesses or symptoms caused by Motor Vehicle Accidents (MVA):

- Any MVA with major intrusion, damage, or high speed
- Auto versus pedestrian injury
- Auto versus bicycle injury
- Motorcycle crash

Neurological:

- Loss of consciousness
- Head injury with loss of consciousness
- Focal neurological deficit

Pediatrics:

- Age 2 years and older and non-toxic appearing
- Age 2 years and older with fever or history of fever >100.4
- Any pediatric patient over 2 years requiring hydration therapy
- Age 2 years and older with rash, feeding problems, congestion, constipation or conjunctivitis

Miscellaneous:

- Follow-up with “worsening condition”
- SBP >180 or OBP >105 AND one of below: Neurologic symptoms including headaches, dizziness
- Dyspnea

EXHIBIT B.
Annual Clinic Not To Exceed Amounts

Operating Expenses	Estimated Monthly	Estimated Annual Max
3% Salaries – Adjusted 3% Annually	\$ 33,750.00	\$ 405,000.00
30% Benefits Allocation – 30% of Salaries	\$ 10,125.00	\$ 121,500.00
Travel & Education (\$1,000 x 1.5)	\$ 125.00	\$ 1,500.00
Pharmacy (Non-EHS)	\$ 516.67	\$ 6,200.00
Pharmacy (EHS Vaccines - EHS26, EHS27, EHS70, EHS71, EHS72)	\$ 483.33	\$ 5,800.00
Medical Supplies	\$ 730.83	\$ 8,770.00
Medical Supplies (Firefighter Urine Dip - EHS58)	\$ 2.50	\$ 30.00
Medical Supplies (Rapid Drug Screens - EHS97)	\$ 100.00	\$ 1,200.00
General Office Supplies	\$ 166.67	\$ 2,000.00
Purchased Maintenance	\$ 208.33	\$ 2,500.00
Purchased Services	\$ 333.33	\$ 4,000.00
Purchased Services - Drug Screen Send Offs (DOT - EHS43, Non-DOT - EHS97)	\$ 157.39	\$ 1,888.70
Other Equipment Rental	\$ 208.33	\$ 2,500.00
SUBTOTAL	\$ 46,907.39	\$ 562,888.70
*Administrative Fees (3%)	\$ 1,407.22	16,886.66
Lease/Rent (Gross Rate: 2408 sqft x \$33 psqft)	\$ 6,622.00	\$ 79,464.00
Physician Fees (Fixed Fee: \$1,000 per month per APC x 1.5 FTE)	\$ 1,500.00	\$ 18,000.00
EHS Flu Vaccines (Regular - EHS03, High Dose - EHS75)	\$ 833.33	\$ 10,000.00
EHS Lab Services (Firefighters - EHS18, EHS96)	\$ 50.00	\$ 600.00
EHS Lab Services (Pre-Employment Titers - EHS38, EHS42, EHS68)	\$ 200.00	\$ 2,400.00
EHS Lab Services (Biometric Screening Labs: Wellness - EHS78)	\$ 583.33	\$ 7,000.00
TOTAL OPERATING EXPENSES	58,103.28	697,239.36

**immunizations and lab prices are billed at a pass through cost from vendor and subject to change; budgets are based on PY utilization*

Gross Rate: utilities, pest control, landscaping, taxes, insurance, bldg maintenance

EXHIBIT C.
2023 Occupational Med Services
Fees are billed as a pass through cost from vendor.

Code	Service	Cost Per
Drug Screens - Purchased Services		
EHS43	DOT (Send Off to Quest)	\$ 17.17
EHS97	Non-DOT (Send off to Quest to confirm pending-positive rapids)	\$ 55.00
Drug Screens - Medical Supplies		
EHS97	12 Panel Non-DOT Rapids	\$ 4.86
Vaccines - St. Joseph Pharmacy		
EHS26	Hep B Vaccine - HEPLISAV B (2 dose series)	\$ 108.10
EHS27	Hep A Vaccine (2 dose series)	\$ 60.91
EHS69	MMR Vaccine	\$ 114.00
EHS70	PPD/TB	\$ 27.00
EHS71	Rabies Vaccine (2 dose series)	\$ 314.00
EHS72	TDAP	\$ 51.00
EHS89	Varicella Vaccine	\$ 214.00
EHS94	Meningitis (Meningococcal) Vaccine	\$ 48.42
Vaccines - St. Joseph Preferred Vendor		
EHS03	Flu Shots (regular)	\$ 17.22
EHS75	Flu Shots (high dose - 65 years & older)	\$ 57.30
Lab Services - St. Joseph Lab		
EHS35	CBC	\$ 5.00
EHS36	CMP	\$ 5.00
EHS37	Lipid Panel	\$ 5.00
EHS80	Glucose	\$ 5.00
EHS91	Q-Gold	\$ 83.00
EHS92	HGBA1C - if diabetic	\$ 15.00
EHS96	UA with Micro	\$ 10.00
EHS38	MMR Titer	\$ 42.00
EHS42	Varicella Titer (IgG & IgM)	\$ 74.00
EHS68	Hep B Titer	\$ 15.00
EHS90	Rabies Titer	\$ 76.00
Lab Services - Point of Care (Performed at the EHC)		
EHS58	Urine Dip	\$ 15.00
EHS60	Accu Chek	\$ 20.00
EHS70	TB Skin Test	\$ 7.53
Bundled Lab Services		
Biometric Screening Labs: Wellness		
EHS78	Lipid Panel & Glucose	\$ 10.00
Firefighter Labs		
EHS18	Firefighter Labs (CBC,CMP, Lipid Panel, Glucose, Urine Dip)	\$ 35.00
EHS96	Firefighter UA w/Micro (if applicable)	\$ 34.00

**Please note that these two immunizations are only sold in an entire box & the shelf life is very short.*

EXHIBIT D

STAFFING

Staffing Model: Clinic personnel shall be assigned as dedicated, permanent resources to the Clinic. In the event Clinic staff vacancies occur, contingency staffing arrangements may be utilized for a reasonable time period as needed and agreed upon by the City.

Clinic personnel shall include:

- Medical Director (oversight responsibilities as required by law)
- One (1) Full-Time Advanced Practice Clinician
- One (1) Part-Time Advanced Practice Clinician
- One (1) Full-Time Clinical Support Staff
- One (1) Part-Time Clinical Support Staff
- One (1) Full-Time Office Assistant
- One (1) Part-Time Office Assistant
- One (1) Part-Time Practice Manager

Staff Credentials/Titles:

- Medical Director – licensed physician
- Advanced Practice Clinician – nurse practitioner or physician assistant
- Clinical Support Staff – medical assistant, certified medical assistant or licensed vocational nurse
- Office Assistant - patient access representative or office assistant
- Practice Manager - experienced healthcare operations leader

Staffing levels are subject to change as agreed upon by the City and Provider to meet demand. An amendment to the agreement is required only if the additional expense will exceed the not-to-exceed amount defined in section titled Compensation for Services.

EXHIBIT E

MONTHLY CLINIC REPORTS

- Unique patient count
- Total number of visits (employee vs. dependent vs. retiree)
- Total number: new patient visits, established patient visits, follow-up visits, lab only visits, nurse
- Visits, walk-in visits, wellness visits, urgent care visits, procedure visits, workers' compensation
- Total after-hours calls
- Total flu vaccine
- Total immunizations (non-flu)
- Total new chronic diseases
- Total no-show
- Total referrals (broken down by specialty)
- Average visits per day
- Total number of billed services (need to capture each diagnosis code)
- Major diagnosis and associated codes
- Costs for occupational health services (i.e., Hep B/PPD testing for high-risk departments)

Other:

- Any other applicable reports as agreed to by the City and Provider

EXHIBIT F
INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Provider (“Contractor”) must comply with the following:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability
- E. Medical Malpractice
- F. Cyber Liability

II. General Requirements Applicable to All Policies:

- A. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City’s Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit “G”; and shall be approved by the City before work begins
- C. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E. The City will not accept “claims made” policies
- F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.

- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- C. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers’ Compensation Insurance

- A. Workers compensation insurance shall include the following terms:
 - 1. Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required
 - 2. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy
 - 3. TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY”

VI. Professional Liability and Medical Malpractice

The facility and each medical professional shall maintain throughout the term of the Agreement and any renewals or extensions, Professional Liability insurance covering any damages caused by an error, omission, or any negligent acts. Limits of liability of not less than \$1,000,000 each wrongful act and \$2,000,000 in the aggregate for the facility, and \$250,000 each wrongful act/\$500,000 in the aggregate, for medical professional liability shall be provided. Facility and medical professional liability shall have available an extended reporting period of no less than two (2) years from the end of the contract period.

VII. Cyber Liability Insurance

- A. Minimum limits of liability of \$5,000,000 for third-party losses. Coverage must include the following:
 - 1. Event Management
 - 2. Unauthorized Access/Use
 - 3. Computer Virus
 - 4. Denial of Service Attack
 - 5. Libel, Cyber-libel, Slander, Product Disparagement
 - 6. Violation of Right of Privacy
 - 7. Regulatory Costs
 - 8. Privacy costs – Privacy Injury and Identity Theft
 - 9. Programming Errors and Omissions Liability
 - 10. Replacement or restoration of electronic data (first person)
 - 11. Extortion threats
 - 12. Business income and extra expense
 - 13. Public Relations Expense
 - 14. Security Breach Expense

EXHIBIT G

CERTIFICATES OF INSURANCE

Policies on file with City Secretary

EXHIBIT H

MEDICAL DIRECTOR JOB DESCRIPTION

Supervision of all treatment rendered at the City of College Station Clinic.

Provide oversight, supervision and direction in connection with all care and treatment rendered by all personnel, in accordance with specific requirements of the City of College Station Clinic.

Abide by and comply with the minimum standards for supervision of medical personnel from time to time in effect, including, but not limited to, the following.

1. Physician supervision of a Physician Assistant/Advanced Practice Clinician will be adequate if the delegating physician:
 - a. Receives status report as necessary to be conveyed in person, by telephone, or by radio from the Physician Assistant/Advanced Practice Clinician on any complications or problems encountered that are not covered by a protocol;
 - b. Observes and provides medical direction and consultation to include, but no limited to:
 - i. Reviewing with the Physician Assistant/ Advanced Practice Clinician case histories of patients with problems or complications not covered by a protocol;
 - ii. Verifying the patient care is provided by the medical services located in accordance with a written quality assurance plan on file at the medical service location;
 - iii. Is available by telephone or direct telecommunication for consultation, assistance with medical emergencies, or patient referrals at all times the medical services location is open;
 - iv. Be physically present once a month, at the City of College Station Clinic, to meet with the provider for chart reviews and rounds with the staff;
 - v. Physician supervision shall be documented through a log kept at the clinic.

Other Responsibilities:

- Assist clinic in maintaining any licensure, certification, qualification or registration for the Clinic to any federal or state law.
- Represent the Clinic in interactions with the medical staff, medical board and medical executive committee.
- Perform other duties or special requests as may, from time to time, be reasonably requested by the administration of the Clinic.

June 12, 2023

Item No. 7.3.

First Renewal of Annual Agreement for City Wide Landscape Maintenance and Mowing

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the first renewal of the annual price agreement with Green Teams, Inc. for City Wide Landscape Maintenance and Mowing in an amount not to exceed \$1,150,844.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: In 2022, staff solicited proposals for all the city's mowing and landscape maintenance services (except regional parks and athletic fields). Requests for Proposals solicited from contractors for mowing and landscape maintenance were divided into five (5) categories:

- 1) Facilities – city buildings and Northgate District
- 2) Electric – CSU electric substations and buildings
- 3) Water/Wastewater – CSU water and wastewater sites
- 4) Parks – includes neighborhood parks and cemeteries
- 5) Finish mowing – primarily street rights of ways and medians

Two vendors responded to RFP 22-054. Green Teams, Inc. was selected as the most responsible bidder to provide all city-wide mowing and landscape services. Green Teams, Inc. has requested an increase of 6% because of increased costs. The revised contract amount is \$1,150,844. This renewal term will be from June 22, 2023, through June 23, 2024. This is the first of two (2) possible renewal options available.

Concern regarding landscape crews parking equipment on sidewalks and bike lanes has been brought to the attention of city staff. The contract requires that all work be performed in accordance with all applicable laws and regulations. Green Teams has been instructed to park where sidewalks and bike lanes are not obstructed. However, realizing that access for certain landscaping activities may require parking in close proximity to a work area and the importance of not impeding pedestrian and bike paths, city staff have scheduled a meeting with Green Teams representatives to further discuss acceptable parking locations.

Budget & Financial Summary: Operation and maintenance funds are budgeted in the General Fund (Streets, Facilities and Parks), Electric Fund, and Water/Wastewater Funds for citywide mowing needs.

Attachments:

1. Annual Agreement Landscape Maintenance and Mowing First Renewal



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: ^{22300567R1} PROJECT#: _____ BID#: _____ RFP#: 22-054

Project Name / Contract Description: Annual Landscaping Maintenance and Mowing

Name of Contractor: Green Teams, Inc.

CONTRACT TOTAL VALUE: \$ 1,150,844.00 Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☐ NEW CONTRACT ☒ RENEWAL # 1 ☐ CHANGE ORDER # _____ ☐ OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Funding is available in the appropriate budget line items for all of the funds relating to this contract

CRC Approval Date*: n/a (If required)* Council Approval Date*: 06/08/23 Agenda Item No*: _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RY Performance Bond: n/a Payment Bond: n/a Form 1295: BW

SIGNATURES RECOMMENDING APPROVAL

<u>Emily Fisher</u>	<u>5/2/2023</u>
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
<u>John A. Haislet</u>	<u>5/2/2023</u>
LEGAL DEPARTMENT	DATE
<u>Jim Carter</u>	<u>5/2/2023</u>
ASST CITY MGR – CFO	DATE

APPROVED & EXECUTED

<u>n/a</u>	<u>DATE</u>
CITY MANAGER	
<u>n/a</u>	<u>DATE</u>
MAYOR (if applicable)	
<u>n/a</u>	<u>DATE</u>
CITY SECRETARY (if applicable)	

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____



CONTRACT NO. 22300567
Annual Purchase Agreement for Landscape Maintenance
for Parks, Cemeteries, City Facilities, Electric ROW & Finish

RENEWAL 1 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 22300567 in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Million One Hundred Fifty Thousand Eight Hundred Forty-Four and 00/100 Dollars (\$1,150,844.00).

I understand this renewal term will be for June 22, 2023, through June 23, 2024. This is the first of two (2) possible renewal options available.

Green Teams, Inc.

By: Tucker Gallagher

Printed Tucker Gallagher

Title: Date: 4/28/2023

CITY OF COLLEGE STATION

By: _____

Name: City Manager

Date: _____

APPROVED:

By: [Signature]

Asst. City Manager/CFO

Date: 5/2/2023

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Nitsche Group 143 East Austin Street Giddings, TX 78942 979 542-3666	CONTACT NAME: Ciera Brown Kmoch PHONE (A/C, No, Ext): 979 540-2206 FAX (A/C, No): E-MAIL ADDRESS: cierak@thenitschegroup.com														
INSURED Green Teams, Inc. 731 Industrial Blvd. Bryan, TX 77803	<table border="1"> <thead> <tr> <th data-bbox="803 430 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 430 1575 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1437 483">INSURER A : Cincinnati Insurance Company</td> <td data-bbox="1437 451 1575 483">10677</td> </tr> <tr> <td data-bbox="803 483 1437 514">INSURER B : Texas Mutual Insurance Company</td> <td data-bbox="1437 483 1575 514">22945</td> </tr> <tr> <td data-bbox="803 514 1437 546">INSURER C :</td> <td data-bbox="1437 514 1575 546"></td> </tr> <tr> <td data-bbox="803 546 1437 577">INSURER D :</td> <td data-bbox="1437 546 1575 577"></td> </tr> <tr> <td data-bbox="803 577 1437 609">INSURER E :</td> <td data-bbox="1437 577 1575 609"></td> </tr> <tr> <td data-bbox="803 609 1437 638">INSURER F :</td> <td data-bbox="1437 609 1575 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Texas Mutual Insurance Company	22945	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPP0674361	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA0674361	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			EPP0674361	01/01/2023	01/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0001118856	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract No. 22300567 RFP No. 22-054 Citywide Landscape Maintenance & Mowing

As per policy provision, City of College Station, its officials, employees & volunteers, are listed as additional insured in regard to the auto and general liability policies as provided by additional insured endorsement. A waiver of subrogation endorsement is provided to City of College Station, its officials, employees & volunteers, in regard to the auto, general liability and workers' compensation (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of College Station
 1101 Texas Ave.
 College Station, TX 77840

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RJ. Nitsche

DESCRIPTIONS (Continued from Page 1)

policies as per policy provision. As per policy provision, the general liability policy contains an endorsement with primary and noncontributory wording. General liability, auto and workers' compensation policies include(s) a 30 days notice of cancellation endorsement providing 30 days advance notice if policy is canceled by the company other than for nonpayment of premium, or direct cancellation by named insured as per policy provision.

June 12, 2023

Item No. 7.4.

Lick Creek Hike and Bike Trail Improvements Project

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract with Greenscapes Six, LLC, not to exceed \$339,213, plus the City's contingency amount of \$50,000, for a total appropriation of \$389,213 for the Lick Creek Hike and Bike Trail Improvements Project. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval and award of the construction contract with Greenscapes Six, LLC, for trail improvements on the Lick Creek Hike and Bike Trail, in the amount of \$339,213.

Summary:

Work for this project will be conducted on the Lick Creek Hike and Bike Trail, where Midtown Drive crosses over the Lick Creek Hike and Bike Trail. The work will be conducted under and around this bridge crossing. The proposed project includes the demolition of a portion of the existing trail, raising of the existing trail, providing an alternative route to Midtown Drive, and the installation of landscaping to prevent erosion in the area.

On April 6, 2023, three (3) competitive sealed proposals were submitted for the Lick Creek Hike and Bike Trail Improvement Project. Greenscapes Six, LLC was selected for this project after staff evaluation.

Budget & Financial Summary:

Budget in the amount of \$468,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of \$43,318 has been expended or committed to date, leaving a balance of \$424,682 for this contract and future costs.

Attachments:

1. Lick Creek Hike and Bike Trail Improvements Project Vendor Signed Contract



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300527 PROJECT#: ST2200 BID/RFP/RFQ#: 23-052

Project Name / Contract Description: Lick Creek Hike and Bike Trail Improvements

Name of Contractor: GreenScapes Six, LLC

CONTRACT TOTAL VALUE: \$ 339,213.00

Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☐ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☐ N/A

Buy America Required ☐ Yes ☐ No ☐ N/A

Transparency Report ☐ Yes ☐ No ☐ N/A

☒ NEW CONTRACT ☐ RENEWAL # ☐ CHANGE ORDER # ☐ OTHER

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
ST2200 Const -41399971-6560

(If required)*
CRC Approval Date*: n/a Council Approval Date*: 6/12/22 Agenda Item No*:

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RY Performance Bond: bw Payment Bond: bw Info Tech: n/a

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

5/31/2023
DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

n/a

MAYOR (if applicable)

DATE

n/a

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and GREENSCAPES SIX LLC. (the "Contractor") for the construction and/or installation of the following:
as described in 23-052 RFP (CSP) Lick Creek Hike and Bike Trail Improvments to include all alternate items .

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted.

1.02 City. The term "City" shall mean and be understood as referring to the City of College Station, Texas.

1.03 City's Consultant. The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

1.04 City's Representative. The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Fifty Thousand
and NO /100 Dollars (\$50,000.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Three Hundred Thirty-Nine Thousand Two Hundred Thirteen
and NO /100 Dollars (\$339,213.00).

1.07 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

1.08 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.09 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.10 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing *prior* to the work being done by the Contractor.

1.11 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.12 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.13 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.14 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.15 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.16 Parties. The "parties" are the City and the Contractor.

1.17 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.18 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.19 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.20 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.21 Work. The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.22 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions, as may be applicable.
- (d) Special Conditions, as may be applicable.
- (e) Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- (f) Plans.
- (g) Instructions to Bidders and any other notices to Bidders or Contractor.
- (h) Performance bond, Payment bonds, Bid bonds and Special bonds.
- (i) Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.05 Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

- (c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and

locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do

not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

- (a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.
- (b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.
- (c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.
- (d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.
- (e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly

removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

- (a)** The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or

modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☒ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and
- (c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.
- (b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.
- (c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (h) City's determination of an amount of liquidated damages.
- (i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.
- (k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars (\$100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars (\$100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars (\$100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☒ **17.03** For "Extra Work", as defined in this Agreement and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in this Agreement and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than **twenty-five percent (25%)**. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the Contract Amount to \$1 million or more, subsequent change orders may not increase the revised Contract Amount by more than **twenty-five percent (25%)**. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from

performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to

by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in this Agreement. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either

Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of TWO HUNDRED and NO /100 DOLLARS (\$ 200.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .

25.02 All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03 This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04 Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05 This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by

law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

25.07 The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08 If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09 The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10 The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02 Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Section 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03 The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05 Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless

from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06 Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

27.02 Types. Contractor shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability – required for contract amounts exceeding \$1,000,000.
- (d) Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- (e) Workers' Compensation/ Employer's Liability.

27.03 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- (e) The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

27.04 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with

the current A.M. Best Key Rating Guide.

- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

27.05 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00, where such exposures exist.

27.06 Excess Liability. The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

27.07 Additional Insured.

Those policies set forth in Sections 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the Work and Project. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed \$100,000.00 without the written approval of the City.

27.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

“A. Definitions:

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

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

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

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

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all*

persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to perform as required by Sections (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

27.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

- (a)** The company is authorized to do business in the State of Texas.
- (b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.
- (c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

28.01 Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

- (a)** The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.
- (b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

(c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.

(d) The performance and payment bonds, and any subsequently issued bond riders, shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Section 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual

written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in this Agreement, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in this Agreement). **In the event Contractor**

engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems

comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The indemnification contained in Section 33.01 shall include but not be limited to the following specific instances:

- (a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**
- (b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- (d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- (e) The removal of all debris related to the Work.**
- (f) The acts and omissions of the subcontractors it hired.**
- (g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

33.03 The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

34. RELEASE

34.01 The Contractor assumes full responsibility for the Work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT

SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

- (a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or
- (b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or
- (c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or
- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.

- (g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

44.01 This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

46.01 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein

excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

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

46.05 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.

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

46.10 Authority to 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.

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

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

46.16 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A. Wage Rates
- B. Performance & Payment Bonds
- C. Certificates of Insurance
- D. Plans & Specifications
- E. Construction Schedule
- F. Schedule of Values

GREENSCAPES SIX, LLC.

By: Mike Archer

Printed Name: Mike Archer

Title: Managing Partner

Date: 5/31/2023

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

Superseded General Decision Number: TX20220007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McLennan and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

Modification Number Publication Date
0 01/06/2023

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR: Agricultural Tractor.....	\$ 12.69	**
Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	**
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling Locator.....	\$ 11.67	**
Directional Drilling Operator.....	\$ 17.24	
Excavator 50,000 lbs or Less.....	\$ 12.88	**
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck Mounted.....	\$ 16.93	
Front End Loader, 3 CY or Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**

Roller, Asphalt.....\$ 12.78 **
Roller, Other.....\$ 10.50 **
Scraper.....\$ 12.27 **
Spreader Box.....\$ 14.04 **
Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

Reinforcing.....\$ 14.00 **
Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
Worker.....\$ 16.00 **

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 **
Off Road Hauler.....\$ 11.88 **
Single Axle.....\$ 11.79 **
Single or Tandem Axle Dump
Truck.....\$ 11.68 **
Tandem Axle Tractor w/Semi
Trailer.....\$ 12.81 **

WELDER.....\$ 15.97 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. 4452992

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THE COUNTY OF BRAZOS

§

THAT WE, Greenscapes Six, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Markel Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Three Hundred Thirty-Nine Thousand Two Hundred Thirteen and NO /100 Dollars (\$ 339,213.00.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for RFP (CSP) 23-052 LICK CREEK HIKE AND BIKE TRAIL IMPROVEMENTS (ST2200)

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

Contract No. 23300527
Construction Agreement Over \$50,000
Form 12-15-2022

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. 4452992

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

By: Hannah McMullen

Name: Hannah McMullen

Title: Project Coordinator

Date: JUNE 8, 2023

GREENSCAPE SIX, LLC

(Name of Contractor)

By: Joey Taylor

Name: Joey Taylor

Title: Managing Partner

Date: JUNE 8, 2023

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: Patsy Beall

Name: Patsy Beall

Title: ACSR

Date: JUNE 8, 2023

Markel Insurance Company
(Full Name of Surety)

9500 Arboretum Boulevard, Suite 400

Austin, Texas 78759
(Address of Surety for Notice)

By: Donna Wein

Name: Donna Wein

Title: Attorney-in-Fact

Date: JUNE 8, 2023

FOR THE CITY:

REVIEWED:

City Attorney

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Mark Smith, G. C. Blystone Jr., Donna Weinel, Jennifer Mitchell, Bryan Burkhart

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars (\$5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

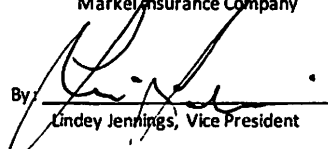
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



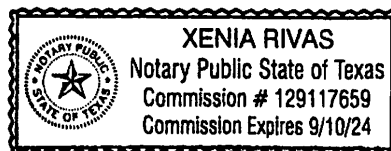
Markel Insurance Company

By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

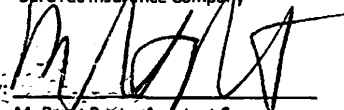


By: 
Xenia Rivas, Notary Public
My commission expires 9/10/2024

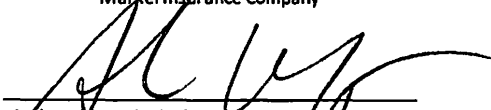
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of June, 2023.

SureTec Insurance Company

By: 
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221124
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Markel Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

TEXAS STATUTORY PAYMENT BOND

Bond No. 4452992

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Greenscapes Six, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Markel Insurance Company, a corporation organized and existing under the laws of the State of Illinois, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Three Hundred Thirty-Nine Thousand Two Hundred Thirteen and NO /100 Dollars (\$339,21300) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 8TH day of JUNE, 2023, for RFP(CSP) 23-052 LICK CREEK HIKE AND BIKE TRAIL IMPROVEMENTS, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. 4452992

FOR THE CONTRACTOR:

GREENSCAPE SIX, LLC

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: Hannah McMullen
Name: Hannah McMullen
Title: Project Coordinator
Date: JUNE 8, 2023

By: [Signature]
Name: Joey Taylor
Title: Managing Partner
Date: JUNE 8, 2023

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Markel Insurance Company
(Full Name of Surety)

By: [Signature]
Name: Patsy Beall
Title: ACSR
Date: JUNE 8, 2023

9500 Arboretum Boulevard, Suite 400
Austin, Texas 78759
(Address of Surety for Notice)

By: [Signature]
Name: Donna Weinel
Title: Attorney-in-Fact
Date: JUNE 8, 2023

FOR THE CITY:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

REVIEWED:

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

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Mark Smith, G. C. Blystone Jr., Donna Weinle, Jennifer Mitchell, Bryan Burkhart

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

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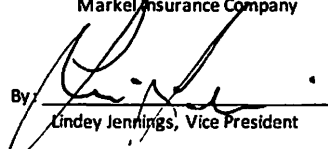
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SureTec Insurance Company

By: 
Michael C. Kelmig, President



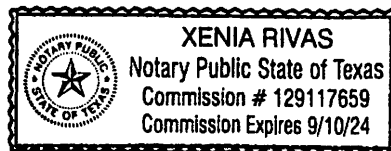
Markel Insurance Company

By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Xenia Rivas, Notary Public
My commission expires 9/10/2024

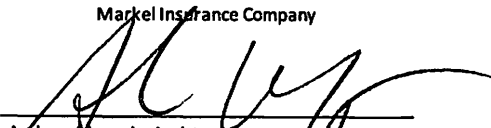
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SureTec Insurance Company

By: 
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221124
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400
Austin, TX 78759

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PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas First Insurance 7900 Emmett F. Lowry Expy Texas City TX 77591		CONTACT NAME: John (JD) Weinel PHONE (A/C, No, Ext): (409) 934-8000 E-MAIL ADDRESS: jd.weinel@texasfirst.insurance FAX (A/C, No): (409) 935-1883	
INSURED Greenscapes Six, LLC 7020 FM 3180 Rd Baytown TX 77523		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Valley Forge Ins Co INSURER C: Continental Insurance Co INSURER D: American Cas Co of Reading PA INSURER E: INSURER F:	
		NAIC # 20443 20508 35289 20427	

COVERAGES**CERTIFICATE NUMBER:** 23-24 All Lines**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			PMT 7018241424	03/27/2023	03/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BUA 7018241438	03/27/2023	03/27/2024	
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUE 7018241455	03/27/2023	03/27/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	7018241441	03/27/2023	03/27/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Installation Floater			C 7018448931	03/27/2023	03/27/2024	Any One Item \$50,000 Any One Occurrence \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability, Auto, and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss. Umbrella Liability policy follows form to underlying liability policies.

CERTIFICATE HOLDER**CANCELLATION**

City Of College Station 1101 Texas Ave. College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Additional Named Insureds

Other Named Insureds

GLS Landscaping Services, LLC

Limited Liability Company, Insured Multiple Names



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas First Insurance 7900 Emmett F. Lowry Expy Texas City TX 77591		CONTACT NAME: John (JD) Weinel PHONE (A/C, No, Ext): (409) 934-8000 E-MAIL ADDRESS: jd.weinel@texasfirst.insurance FAX (A/C, No): (409) 935-1883	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Columbia Casualty Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 22-23 Prof**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			CEO 7034168265	06/22/2022	06/22/2023	Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

See 1st Page for Holder Information

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D
PLANS AND SPECIFICATIONS

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES

PROPOSAL FORM

Date: 4/6/2023

PROPOSAL FROM: Greenscapes Six, LLC

PROPOSAL TO: City Of College Station
1101 Texas Ave.
College Station, TX 77842

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the Lick Creek Hike & Bike Trail Improvements Project and to perform the work required for the construction of said Southside Safety Improvements Project at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

BASE PROPOSAL: Stipulated Total Bid of w/o Alternates:

(\$ 213,354.00)

CALENDAR DAYS: Total number of calendar days to substantial completion is 60

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: N/A

CONTRACTOR NAME: Greenscapes Six, LLC

CONTRACTOR SIGNATURE: 

RFP 23-052 (CSP) Lick Creek Hike and Bike Trail
 Bid Proposal Form
 Bid Opening April 6, 2023 at 2:00 p.m. CST

Line	Units	Description	Qty.	Unit Price	Subtotal
1	LS	Mobilization (estimated at 10%)	1	\$ 20,000.00	\$ 20,000.00
2	Acre	Prepare ROW	1	\$ 5,000.00	\$ 5,000.00
3	LF	SWPPP- Silt Fence	374	\$ 6.00	\$ 2,244.00
4	Ea.	SWPPP- Rock Filter Dam	1	\$ 800.00	\$ 800.00
5	Ea.	SWPPP- Construction Entrance	2	\$ 2,000.00	\$ 4,000.00
6	LF	SWPPP- Tree Protection Fence	80	\$ 6.00	\$ 480.00
7	Ea.	SWPPP - Storm Drain Inlet Protection	3	\$ 60.00	\$ 180.00
8	C.Y.	Place & Compact Cement Stabilized Sand	103	\$ 60.00	\$ 6,180.00
9	LF	Blade Ditch (strip topsoil, grade, place topsoil, 35 c.y. Cut)	169	\$ 80.00	\$ 13,520.00
10	C.Y.	Earthwork	219	\$ 25.00	\$ 5,475.00
11	S.Y.	Remove Existing Sidewalk	523	\$ 25.00	\$ 13,075.00
12	L.F.	Demolish & leave in place ex. Sidewalk (Average Diameter<12")	114	\$ 100.00	\$ 11,400.00
13	Ea.	All other DEMO as required in field	1	\$ 5,000.00	\$ 5,000.00
14	S.Y.	10' Wide x 6" Sidewalk (w/12"x18" Toe Down)	135	\$ 120.00	\$ 16,200.00
15	S.Y.	10' Wide x 6" Sidewalk	399	\$ 90.00	\$ 35,910.00
16	Ea.	Extend 4" PVC Drain (including connection, headwall, & backfill)	12	\$ 750.00	\$ 9,000.00
17	Ea.	4'x4' Yard Inlet	1	\$ 4,000.00	\$ 4,000.00
18	L.F.	12" SET (4:1)	3	\$ 2,500.00	\$ 7,500.00
19	L.F.	12" RCP	29	\$ 200.00	\$ 5,800.00
20	Ea.	Signs	8	\$ 1,500.00	\$ 12,000.00
21	Ea.	Wayfinding Sign	1	\$ 2,000.00	\$ 2,000.00
22	S.Y.	Place 6" of Topsoil	408	\$ 9.00	\$ 3,672.00
23	S.Y.	Hydro mulch with Thunder Turf Mix	1283	\$ 6.00	\$ 7,698.00
24	S.Y.	Hydro mulch with Shade Friendly Grass Mix	1728	\$ 3.00	\$ 5,184.00
25	S.Y.	Wood fiber Erosion Control Matting	212	\$ 3.00	\$ 636.00
26	Ea.	1 Gal Gulf Muhly @ 2' o.c.	24	\$ 50.00	\$ 1,200.00
27	Ea.	3 Gal American Beautyberry @ 4' o.c.	20	\$ 60.00	\$ 1,200.00
28	LS	Design, Install, Operate, & Remove temporary Irrigation System (above ground.) Include all fees and materials.	1	\$ 6,500.00	\$ 6,500.00
29	Months	Operate Irrigation System (including water bill.)	3	\$ 2,500.00	\$ 7,500.00
		Total H&B Trail Improvement Items		\$	213,354.00

Bid Alternate 1 - Bypass Trail					
30	S.Y.	6' Wide x 6" Sidewalk	169	\$ 90.00	\$ 15,210.00
31	C.Y.	Earthwork	341	\$ 25.00	\$ 8,525.00
32	L.F.	12" RCP	36	\$ 200.00	\$ 7,200.00
33	Ea.	4'x4' Yard Inlet	1	\$ 4,000.00	\$ 4,000.00
34	Ea.	Extend Grate Inlet to Proposed Surface	2	\$ 500.00	\$ 1,000.00
35	Ea.	Wayfinding Sign	1	\$ 2,000.00	\$ 2,000.00
36	S.Y.	Hydro mulch with Thunder Turf Mix	419	\$ 6.00	\$ 2,514.00
37	Ea.	1 Gal Gulf Muhly @ 2' o.c.	12	\$ 50.00	\$ 600.00
		Total Bid Alternate 1		\$	41,049.00

Bid Alternate 2 - Coral Berry (Slope erosion Protection)					
38	S.Y.	1 Gal Coralberry @ 3' o.c.	590	\$ 50.00	\$ 29,500.00
39	S.Y.	Hydro mulch with Thunder Turf Mix	590	\$ 6.00	\$ 3,540.00
40	S.Y.	Wood fiber Erosion Control Matting	590	\$ 3.00	\$ 1,770.00
		Total Bid Alternate 2		\$	34,810.00

RFP 23-052 (CSP) Lick Creek Hike and Bike Trail
 Bid Proposal Form
 Bid Opening April 6, 2023 at 2:00 p.m. CST

Bid Alternate 3 - Coral Berry (Existing slope erosion Protection)					
41	S.Y.	1 Gal Coralberry @ 3' o.c.	1000	\$	50.00 \$ 50,000.00
		Total Bid Alternate 3			
		Total H&B Trail Improvement Items		\$	213,354.00
		Total Bid Alternate 1		\$	41,049.00
		Total Bid Alternate 2		\$	34,810.00
		Total Bid Alternate 3		\$	50,000.00
		Project Total:		\$	339,213.00

June 12, 2023
Item No. 8.1.
CIP Update

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action related to the Capital Improvement Projects (CIP) update.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): n/a

Summary: Presentation and update related to on-going Capital Improvement Projects (CIP).

Budget & Financial Summary: n/a

Attachments:
None

June 12, 2023
Item No. 8.2.
City Hall room use policy

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a City Hall room use policy.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends that council adopt a policy to determine uses by the public for city hall meeting facilities.

Summary: City Hall currently has meeting rooms that can be used by the public. They are the Bush 4141 Community Room and the Heart of Aggieland Multipurpose Room. A policy needs to be adopted similar to the policies of other city meeting facilities. This policy will determine the terms of use and guidelines for potential users.

Budget & Financial Summary: N/A

Attachments:

None

June 12, 2023

Item No. 8.3.

Safe Streets and Roads for All Grant and Transition to a Transportation Management Area

Sponsor: Jason Schubert

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding updates from the Bryan/College Station Metropolitan Planning Organization for the Safe Streets and Roads for All grant and transition to a Transportation Management Area.

Relationship to Strategic Goals:

Improving Mobility

Recommendation(s): Receive the presentation and provide direction to staff.

Summary: Dan Rudge, Executive Director of the Bryan/College Station Metropolitan Planning Organization (MPO), will provide updates regarding the Safe Streets and Roads for All grant and implications for the MPO transitioning to a Transportation Management Area.

In August 2022, the Council approved a resolution supporting the submission of a joint application for the federal Safe Streets and Roads for All grant program to obtain funding to conduct a county-wide Comprehensive Safety Action Plan. The MPO was the lead applicant with Brazos County, City of Bryan, and City of College Station as joint applicants. The local jurisdictions committed to provide \$20,000 each to serve as the local match for the proposed plan. In February 2023, the U.S. Department of Transportation announced that the MPO's grant application was awarded funding. The MPO is currently working with the Federal Highway Administration on an agreement to begin the project. Each local jurisdiction will be asked to recommend names to serve on an advisory committee that will serve during the development of the Comprehensive Safety Action Plan which will take one year or less to complete.

In December 2022, the U.S. Department of Transportation published a list of urban areas that exceeded a population of 200,000 with the 2020 Census. The urbanized areas of the cities of College Station and Bryan exceeded the population threshold which results in the MPO becoming designated as a Transportation Management Area (TMA). This designation affects the composition of the MPO Policy Board as the Brazos Transit District (BTD) will need to be added. With a TMA, there are also changes to federal and state transportation funding formulas and categories. The MPO will be eligible for additional funding categories though the amount of federal funds that BTD can use toward operating expenses will be reduced. The MPO has developed a document that is attached and summarizes the current understanding of these changes to the MPO and transportation funding. The presentation will outline the changes and upcoming policy and funding discussions the MPO will lead over the next year.

Budget & Financial Summary: N/A

Attachments:

1. How the BCS MPO Will Transition to a TMA

How The Bryan College Station Metropolitan Planning Organization Will Transition Into A Transportation Management Area And What It Means For Brazos County

Introduction

After the 2020 Census, the Bryan/College Station Metropolitan Planning Organization (MPO) will be re-designated as a Transportation Management Area (TMA)—an urbanized area with population greater than 200,000. This document explores how the Bryan/College Station area will transition into a TMA, and the effects on transportation, project and program funding and transportation planning in Brazos County.

Understanding the Alphabet Soup

Let's get started with what we're talking about.

The U.S. Census designates a **metropolitan statistical area (MSA)** if it includes either:

- an incorporated city with a population of at least 50,000 – like Bryan and College Station, or
- an urbanized area of at least 50,000 population with a total metropolitan population of at least 100,000 (75,000 in New England).

Additional surrounding counties, known as outlying counties, can be included in the MSA if these counties have strong social and economic ties to the central county(s) as measured by commuting and employment. Outlying counties are included in the MSA if the employment interchange measure (total of in-and out-commuting) is 25% or more, although these numbers are estimates and exceptions are made. Brazos County is large enough to be considered an MSA on its own; however, because of the employment interchange measure, both Robertson and Burleson County are part of the MSA.

The **urbanized area (UZA)** criteria AND definition were changed in the 2020 census. In terms of criteria, qualifying *census blocks* must have at least a housing unit density of 425 to be included in an urbanized area. In addition, the Census Bureau used land cover data to identify territory with a high degree of imperviousness (this allows the inclusion of non-residential land uses). The definition of an urban area is an area that contains at least 2,000 housing units or has a population of at least 5,000.

A **Metropolitan Planning Organization (MPO)** is federally-required for the Bryan-College Station area because it meets the Census definition of a Metropolitan Statistical Area. An MPO is required in all Metropolitan Statistical Areas (MSA) with a population of 50,000 or greater. The MPO ensures federal transportation funds and programs follow a congressionally

mandated “3C Planning Process” - federal law states MPO planning must be Continuing, Comprehensive and Cooperative. More about that in the text box.

The Bryan/College Station MPO Policy Board currently consists of representatives of the City of Bryan, the City of College Station, Brazos County, Texas A&M University, and the Texas Department of Transportation. Collectively, they determine the nature and extent of the transportation network, work together to plan transportation projects for the community, and maintain a 25-year vision for transportation within the area.

A Transportation Management Area (TMA) is the designation given to an Urbanized Area (UZA) with a population greater than 200,000. In our case, we will still be the Bryan/College Station MPO, we will just be operating as a TMA.

The re-designation means that we have a few additional planning requirements to meet (discussed in a later section) but we are still an MPO.

How Did We Become a TMA?

The 3C planning process elements are described as follows:

- Continuing: Planning must be maintained as an ongoing, evolving activity and should address both short-term needs and the long-term vision for the region.
- Cooperative: The process must involve a wide variety of interested parties (the Policy Board is made up of local elected officials and other organizations considered vital to the transportation network) through a public participation process.
- Comprehensive: The process must cover all transportation modes and be consistent with regional and local land use and economic development plans.

Re-designation as a TMA (an area with an urbanized area population (UZA) greater than 200,000) is based on information from the most recent U.S. Census. Based on the 2010 census numbers, the Brazos County population was 194,851 with an Urbanized Area population of 171,345. Today, the status of the Bryan/College Station MPO is based on the 2020 U.S. Census. In 2020, the Brazos County population was 233,849 with an Urbanized Area (UZA) population determined by the Census Bureau of 206,137 with 86,504 housing units over 81.6 square miles.

What Happens to the Bryan College Station MPO Now That it is A Transportation Management Area?

There are several changes in procedures and project/program funding when the Bryan/College Station MPO becomes a TMA.

Procedural Changes

- 1) Representation from the local public transit provider must be added to the MPO Policy Board. So, a representative from Brazos Transit District would become the sixth member of the Policy Board. The Policy Board would also need to decide if they wanted

to have an even or odd number of Board members in case there may be dissent on an issue before the Board. Historically, this has never been an issue at the Policy Board.

- 2) A Congestion Management Process (CMP) must be implemented. A CMP is defined by federal law as a systematic and regionally-accepted approach for managing congestion that provides accurate, up-to-date information on transportation system performance and assesses alternative strategies for congestion management that meet State and local needs. Key roadways in Brazos County will be monitored to determine if, where, and when congestion is a growing problem and if so, what traffic management techniques (signal timings, adding turn lanes) can be used instead of widening a roadway. The MPO staff has already developed a draft Congestion Management Process. It will follow the typical MPO review process with TAC review and recommendation to the Policy Board for adoption. According to the Federal Highway Administration, a CMP must be adopted by a new TMA by the summer of 2024.
- 3) Finally, the use of federal transportation funds becomes more heavily scrutinized by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). These take the form of a formal review once every four to six years. The MPO staff and FHWA/FTA staff have scheduled a Mock Certification Review for June 14-15, 2023. This pre-review will primarily include a review of federal planning requirements and how the MPO addresses them in its policies, procedures and documents. The Federal Transit Administration has also requested that Brazos Transit District make a presentation and answer questions. This gives the MPO and Brazos Transit District time to address any issues that could result in a need for corrective action when the full review takes place. The actual full review has been scheduled for November 15th and 16th, 2023. The review includes a financial audit to ensure federal transportation funds are being spent and reported properly (if any impropriety is discovered, a forensic audit may be scheduled), a review of all MPO documents to ensure compliance with federal planning requirements, interviews with Policy Board members (and if time allows some or all of the TAC members) to discuss MPO operations from their perspective, and a public hearing. There will also be time scheduled to meet with Brazos Transit District for a similar review. Once the review is complete, FHWA/FTA make a certification decision and either find the MPO, a) in compliance, b) in compliance once listed corrective actions are completed, or c) is out of compliance. The most common corrective actions are requests to change certain accounting practices or to request a change when planning documents are developed so that FHWA and FTA have more time to review them for compliance.

Transportation Project and Program Funding Changes

Small MPOs in Texas with urbanized area populations less than 200,000 (as defined by TxDOT) are only allowed to program corridor capacity improvement projects (designated as TxDOT Category Two Metro Corridor Projects). All other funding categories are programmed by TxDOT in consultation with the MPO. The Brazos County MPO can program a total of between \$11 million and \$13 million of Category Two funds each year.

- 1) Once an MPO has an urbanized area population over 200,000 they are then allowed to program (through the Policy Board):
 - Category Seven (Metropolitan Mobility)
 - Category Nine (Enhancements)

In the last Bryan/College Station MPO Metropolitan Transportation Plan, available funding estimates were developed by MPO staff and verified as “reasonable” by the Texas Department of Transportation’s Transportation Planning and Programming Division. Based on these verified estimates the Bryan/College Station MPO anticipates about \$4.5 million annually of Category Seven funds (Metropolitan Mobility) and about \$270,000 annually in Category Nine funds (Enhancements) for bicycle and pedestrian projects. However, these estimates were developed prior to the signing of the Infrastructure Investment and Jobs Act (IIJA), also referred to as the Bipartisan Infrastructure Law (BIL) by federal agencies. The IIJA increased available transportation funding both in formula funding and grant funding.

- 2) The biggest impact of becoming a TMA is on local public transportation provider funding, in our case Brazos Transit District. Until an urbanized area reaches a population of 200,000, the Federal Transit Administration (FTA) lists the Governor of Texas as the designated recipient of FTA funds for the urbanized area. While the Governor is considered the recipient, it is TxDOT that administers the funds. Once the 200,000 threshold is reached, an urbanized area designated recipient must be appointed. According to FTA Circular FTA C 9030.1E a designated recipient must be a public body with legal authority to receive and dispense federal funds. In general, the designated recipient must either be in the business of providing public transportation to the general public, or be a local government that has the ability to contract for general public transportation and can oversee the administration of the funds according to federal regulations. The term “providing public transportation to the general public” is important in Brazos County because the Texas A&M transit system is designed for student, staff and faculty travel to and from the campus. With this operating configuration, it is not considered transit for the general

The BCS MPO Category Two amount was much smaller (about \$1 million annually) until the citizens of Texas voted for Proposition One and Proposition Seven.

public and is currently ineligible to be the designated recipient. According to FTA Circular FTA C 9030.1E responsible local officials and publicly owned operators of transit services shall designate a recipient to apply for, receive, and dispense funds for urbanized areas pursuant to 49USCA5307(a)(2). The designation becomes effective when the governor of the state officially notifies the appropriate FTA regional administrator(s) in writing of that designation. The written designation notice has to include: a) documentation of concurrence in the selection of the designated recipient by the providers of publicly owned transportation service in the urbanized area, and an appropriately certified resolution of the MPO concurring with the designation; b) a letter of concurrence from the governor; and c) an Opinion of Counsel certifying the entity's legal capacity to perform the functions of a designated recipient. This means that the MPO, in partnership with Brazos Transit District, recommends a designated recipient to the Governor and once the Governor concurs with that recommendation, notifies FTA of the change from the Governor to the local designated recipient.

- 3) Funding for general public transportation will also change. When an urbanized area is under 200,000 the use of operating assistance funds (called Section 5307), can go 100% to subsidize transit operations. Once an urbanized area exceeds 200,000 population no operating assistance can go to subsidize transit service unless the transit system has fewer than 75 vehicles. Since the Brazos Transit District fleet is smaller than 75 vehicles, up to 75% of Section 5307 Operating Assistance can be used to subsidize service. The other 25% must come from local governments and TxDOT. Using Fiscal Year 2022 data provided by Brazos Transit District, Figure One shows how the Brazos Transit District would fund its services when our area becomes a TMA.

Figure One

Example of Brazos Transit District Funding Needs After TMA Designation

<u>Fiscal Year 2022</u>	<u>Revenues</u>	<u>Costs</u>
Operating Costs		\$ 5,784,317
In-Kind Match	\$ 2,057,724	
Farebox Revenues	\$ 212,911	
FTA 5307 Funds	\$ 3,126,882	
TxDOT Funding Assistance*	\$ 1,195,544	

(*Note: This amount will be **reduced** when BTD moves from its current small urban system designation to a large urban system. We do not know what the amount will be yet.)

Surplus: \$ 808,744

Figure Two

Example of Brazos Transit District Funding Needs After TMA Designation

<u>Fiscal Year 2022</u>	<u>Revenue</u>	<u>Costs</u>
Operating Costs		\$ 5,784,317
In-Kind Match	\$2,057,724	
Farebox Revenue	\$ 212,911	
FTA 5307 Funds	\$2,345,162 (75% of FY22)	
TxDOT Funding Assistance*	\$ 478,218 (60% reduction)	
Shortfall (Local Government Match):		\$ <u>690,302</u>

(*Note: This amount will be **reduced** when BTD moves from its current small urban system designation to a large urban system. We do not know what the amount will be yet.)

Figure Three

Example of Brazos Transit District Funding Needs After TMA Designation

<u>Fiscal Year 2022</u>	<u>Revenue</u>	<u>Costs</u>
Operating Costs		\$ 5,784,317
In-Kind Match	\$2,057,724	
Farebox Revenue	\$ 212,911	
FTA 5307 Funds	\$2,345,162 (75% of FY22)	
TxDOT Funding Assistance*	\$ 717,326 (40% reduction)	
Shortfall (Local Government Match):		\$ <u>451,194</u>

(*Note: This amount will be **reduced** when BTD moves from its current small urban system designation to a large urban system. We do not know what the amount will be yet.)

The three local governments that are served by Brazos Transit District will need to determine if they wish to continue having transit service available to its residents and if so, will need to include funding for transit in its annual operating budget. How much each jurisdiction will need to fund will have to be determined through an agreement between each community. There is not a Federal or State requirement on how funding should be apportioned. Some communities agree on a flat rate for participation, others use percentage of route miles within the

jurisdiction or percentage of service availability and/or a variety of other factors to determine how much each jurisdiction pays for the service.

Finally, the funding formula for FTA funds will also change. When an urbanized area is under 200,000 population, the formula is based solely on population and population density. Once an area goes over the 200,000 resident threshold the funding formula adds bus revenue vehicle-miles and bus passenger-miles. We do not know at this time what changes will occur to the Section 5307 formula funds received by BTD.

The Need For A Regional Discussion on Transit Services?

If local governments need to subsidize Brazos Transit District (BTD) services then these entities, the MPO, citizens, and businesses that rely on transit services may want to discuss transit service in Brazos County. There would be four main topics to discuss:

- BTD serves 16 counties in Central and East Texas covering over 13,000 square miles and the Brazos Transit District's Board of Directors consists of members from all communities they serve. Do we need a separate Board of Directors just for Brazos County Operations?
- If a separate Board is desired for Brazos County, what should be the composition of the Board and how is the Board appointed?
- Because BTD relies solely on Federal Transit Administration and TxDOT funds to pay for transit services in Brazos County the routes, headways (time between buses on a route) and service hours are dictated by available funding. The example in Figure Three assumes the system in place in Brazos County will continue to be the same in the future. Is this the system we want for Brazos County or is a more robust system needed? If so, what kind of upgrades are wanted, keeping in mind that this will mean additional local government contributions will be necessary.
- As was discussed previously, there are a number of ways the local government match can be calculated. In examining other transit systems, some use route miles, some use seat-miles per capita, some use revenue-miles and the list goes on and on. In some cases, the amount of local government funding determined the number of board members on the Board of Directors.
- Once all of these decisions are made, each local government will have to decide how they will fund their commitment to transit services.

Conclusion

The intent of this document is to highlight that our MPO area was re-designated as a Transportation Management Area after the 2020 U.S. Census was certified. The implications of reaching the 200,000 population threshold were detailed. Because of the re-designation, the

MPO Policy Board felt it was necessary to get the information into the hands of local decision makers as soon as possible so that enough time is available to:

- Understand the transportation planning implications of being designated as a Transportation Management area;
- Prepare for the changing roles of the Federal Highway Administration and Federal Transit Administration on MPO operations;
- Educate local communities that they will need to budget for transit services, and;
- Determine if a regional discussion on transit is warranted so that service expectations and local government funding levels match what all of the planning partners envision for Brazos County.

June 12, 2023

Item No. 8.4.

Northeast Trunkline Phase Four capital project

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation and discussion regarding an update related to the Northeast Trunkline Phase Four capital project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s):

Summary: Update related to the Northeast Trunkline Phase Four capital project.

Budget & Financial Summary:

Attachments:

None

June 12, 2023
Item No. 9.1.
GO Bond Ordinance Series 2023

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance authorizing the issuance of general obligation bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing an official statement and instruments and 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 an ordinance authorizing the issuance of general obligation bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing an official statement and instruments and procedures relating to said bonds; and enacting other provisions relating to the subject.

Summary: On November 8th 2022, the citizens of College Station approved three propositions authorizing General Obligation Bond authority.

Proposition A: New fire station and acquisition of fire trucks and public safety equipment, and the acquisition of land and interest in land for such projects.

Proposition B: Rock Prairie Road East corridor from Town Lake Drive to William D Fitch Parkway.

Proposition D: Demolition and reconstruction of restrooms, concession and storage space for the Bachmann Little League Building and Senior League/Soccer Building; pickleball and futsal courts at Anderson Park including lighting, parking and restrooms; demolition and reconstruction of the Central Park Operations Shop facility; pavilions, lighting, shade areas, irrigation, sidewalks, pathways, playgrounds/recreational areas, historical markers and signage at Mabel Clare Thomas Park; tennis courts, lighting and fencing at Bee Creek and Central Parks; restrooms, sidewalks and pathways at Lincoln Center/W.A. Tarrow Park.

This particular ordinance authorizes the issuance of up to \$6,900,000 in GO Bonds for Props A, B and D approved in November.

If this ordinance is approved, the City Council will be delegating to the Mayor, Mayor Pro Tem, the City Manager, the Assistant City Manager/CFO and the City Secretary the authority to complete the sale of the bonds, which must be completed within one year of the ordinance approval.

Budget & Financial Summary: Staff reviewed and discussed the impact of the General Obligation Bonds on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate during the council budget workshops on July 18th and 19th 2022.

Attachments:

1. Ordinance (GO Imp Series 2023) (ver 1)
2. Series 2023 Debt Issue GOB and CO

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; APPROVING AND AUTHORIZING AN OFFICIAL STATEMENT AND INSTRUMENTS AND PROCEDURES RELATING TO THE BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, by virtue of a special bond election held within the City of College Station, Texas ("the Issuer"), this City Council became authorized to issue, sell and deliver the general obligation bonds of the Issuer, of which there has been previously issued and are authorized to be issued by this Ordinance, as described in ***Schedule I*** attached hereto and incorporated herein;

WHEREAS, this City Council finds and determines that it is necessary and proper to authorize the issuance, sale and delivery of a portion of such voted bonds;

WHEREAS, the Issuer is an "Issuer" under 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 Bonds hereinafter authorized to be issued are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code, Chapters 1251, 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 the 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. DEFINITIONS; AUTHORIZATION OF BONDS.

(a) Definitions. Terms not otherwise defined herein shall have the following meanings.

(i) The term "Authorized Denomination" shall mean a denomination of \$5,000 of principal amount of a Bond or any integral multiple thereof.

(ii) 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.

(iii) The term "Bonds" shall mean the Bonds authorized to be issued and delivered by this Ordinance, unless such series designation is changed in the Pricing Certificate to reflect the actual sale of the Bonds.

(iv) The term "Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(v) The term "MSRB" means the Municipal Securities Rulemaking Board.

(vi) 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.

(vii) The term "Pricing Officer" means the Mayor, the City Manager and the Assistant City Manager/Chief Financial Officer (each the "Pricing Officer") each of whom is independently authorized to finalize the terms of sale of the Bonds by execution of the Pricing Certificate.

(viii) The term "Purchaser" means (i) if the Bonds are sold by negotiated sale, the underwriter or underwriting syndicate selected by the Pricing Officer, or (ii) if the Bonds are sold by competitive sale by soliciting public bids, the underwriter or underwriting syndicate awarded the Bonds by the Pricing Officer.

(ix) The term "Rule" means SEC Rule 15c2-12 (17 C.F.R. § 240.15C2-12), as amended from time to time.

(x) The term "SEC" means the United States Securities and Exchange Commission.

(b) The City of College Station, Texas (the "Issuer") hereby authorizes to be issued and delivered the Bonds, in one or more series, as follows: for the following public purposes: (i) constructing, designing, improving and equipping a new fire station and acquisition of fire trucks and public safety equipment, and the acquisition of land and interest in land for such projects; (ii) constructing, designing, improving, extending and expanding transportation and mobility infrastructure consisting of the following: Rock Prairie Road East corridor from Town Lake Drive to William D Fitch Parkway, including related utility relocation, drainage, traffic signals and control, lighting, sidewalks, bike lanes and landscaping, the purchase of any necessary land and right-of-way in connection with these projects; (iii) constructing, designing, improving and equipping parks and recreational facilities consisting of the following: demolition and reconstruction of restrooms, concession and storage space for the Bachmann Little League Building and Senior League/Soccer Building; pickleball and futsal courts at Anderson Park including lighting, parking and restrooms; demolition and reconstruction of the Central Park Operations Shop facility; pavilions, lighting, shade areas, irrigation, sidewalks, pathways, playgrounds/recreational areas, historical markers and signage at Mabel Clare Thomas Park; tennis courts, lighting and fencing at Bee Creek and Central Parks; restrooms, sidewalks and pathways at Lincoln Center/W.A. Tarrow Park and (iv) paying costs of issuance of the Bonds (collectively, the "Projects"). The maximum par amount of the Bonds to be issued for the purposes above may not exceed \$6,900,000.

(c) Each Bond issued pursuant to this Ordinance shall be designated: "CITY OF COLLEGE STATION, TEXAS, GENERAL OBLIGATION BOND, SERIES 2023", and initially there shall be issued, sold, and delivered hereunder fully registered Bonds for each series, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of the bonds or any portion or

portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate for such series of Bonds.

(d) As authorized by Sections 1371.053, Texas Government Code, each Pricing Officer is hereby authorized to act individually and 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 Bonds 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.

(e) No series of Bonds shall be issued pursuant to this Ordinance unless each of the following parameters are satisfied as specified in the Pricing Certificate:

(i) the aggregate principal amount of the Bonds shall not exceed \$6,900,000;

(ii) the true interest cost of the Bonds shall not exceed 5.000% per annum;

(iii) the final maturity of the Bonds shall not exceed February 15, 2043;

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior one year from the date of adoption of this Ordinance; and

(v) 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.

(f) 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 (b) 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.

(g) The Bonds may be sold by public offering (either through a negotiated or competitive offering) and the Pricing Certificate shall so state, and the Pricing Certificate may conform this Ordinance to such method of sale, including the provisions hereof that pertain to the undertaking of the Issuer in accordance with the Rule.

(h) 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. (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 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 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 transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed and sealed, and (vi) 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. The Bonds shall numbered consecutively from R-1 upward, with the Initial Bond being numbered T-1, 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. REDEMPTION PROVISIONS.

(a) *Optional Redemption.* The Bonds may be subject to optional redemption prior to maturity on the dates and at the redemption prices as set forth in the Pricing Certificate. The Pricing Officer is hereby delegated to make such modifications to the provisions of this section in the Pricing Certificate as are necessary to complete the sale and delivery of the Bonds.

(b) *Notice of Redemption.* At least thirty days prior to the date fixed for any redemption of Bonds, or portions thereof, prior to maturity, the Issuer shall cause written notice of such redemption to be sent by United States mail, first class, postage prepaid, to each Registered Owner of a Bond to be redeemed, in whole or in part, at the address of the Registered Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing of such notice. All notices of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner.

(c) *Firm Banking and Financial Arrangements.* By the date fixed for any prior redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be redeemed. If written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be redeemed shall automatically be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond having the same maturity date, bearing interest at the same rate, in an Authorized Denomination, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer.

(d) *Selection of Bonds for Redemption.* If less than all Bonds of the same maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall randomly select by lot the Bonds within such maturity to be redeemed.

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

Section 6. LEVY OF TAX; INTEREST AND SINKING FUND.

(a) A special fund or account, to be designated the "City of College Station Series 2023 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 respective series of 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 respective 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.

(b) 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 this section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of 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.

(c) In order to pay any debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

(d) 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.

(e) 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 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) *Replacement Bonds.* 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.* 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.* 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.* 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.* 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 4(d) of this Ordinance for Bonds issued in conversion and exchange of other Bonds.

Section 8. FEDERAL INCOME TAX MATTERS.

(a) *Covenants.* The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, 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 Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Resolution 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;

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

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

(iv) 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;

(v) 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;

(vi) 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:

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

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

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

(vii) 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

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

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

(c) *Proceeds*. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of refunded obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the City Manager or Assistant City Manager/Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

Section 9. DISPOSITION OF PROJECT. The Issuer covenants that the property financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of such Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains 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 10. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds

to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer 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 11. Reserved.

Section 12. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS. The City Manager or the Assistant City Manager/Chief Financial Officer 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/Chief Financial Officer (or the designee thereof) until delivered to the Purchaser (as defined in Section 16 of this Ordinance).

Section 13. DTC REGISTRATION. 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 Purchaser 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 14. CONTINUING DISCLOSURE OBLIGATION PURSUANT TO RULE 15C2-12 (17 C.F.R. § 240.15C2-12).

(a) Annual Reports.

(i) The City will provide certain updated financial information and operating data to the MSRB on an annual basis in an electronic format that is prescribed by the MSRB and available via the Electronic Municipal Market Access System ("EMMA") at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6; 8 through 20 and in Appendix B (or as otherwise provided in the Pricing Certificate). The City will update and provide the information in Tables numbered 1 through 6 and 8 through 20 within six months after the end of each fiscal year ending in and after 2023. The City will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2023. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B of the Official Statement or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation.

(ii) The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC, as permitted by the Rule. 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;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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 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.

Section 15. 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) The Pricing Officer is authorized to modify the categories of Defeasance Securities that are eligible to defease the Bonds.

(f) *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 16. SALE OF BONDS; OFFICIAL STATEMENT.

(a) The Bonds may be sold by public offering (either through a negotiated or competitive offering) and 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 Bonds may be sold pursuant to a purchase agreement or notice of sale and bidding instructions (collectively, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the Purchaser of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Purchaser thereof as set forth 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 B** and any addenda, supplement or amendment thereto, and deems final the preliminary official statement and approves the distribution of such preliminary official statement in the reoffering of the Certificates by the Purchaser, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable or as are required by the Rule. 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 Purchaser in the marketing of the Certificates.

(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/Chief Financial Officer 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 17. FURTHER PROCEDURES. The Mayor, the City Secretary, the City Manager, and Assistant City Manager/Chief Financial Officer, 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 18. 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 2023 GO Bonds 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 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, any proceeds representing accrued interest on the Bonds shall be deposited to the credit of the Interest and Sinking Fund.

Section 19. INTEREST EARNINGS. 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 20. 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.* 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. 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 21. Reserved.

Section 22. Reserved.

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.* 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) *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.

PASSED, APPROVED AND EFFECTIVE THIS JUNE 12, 2023.

City Secretary; City of College Station

Mayor; City of College Station

(CITY SEAL)

APPROVED:

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



[Remainder of page intentionally left blank.]

SCHEDULE I – SCHEDULE OF VOTED BOND AUTHORIZATION

November 8, 2022 Special Bond Election			
Purpose	Amount Authorized	Amount Previously Issued	Unissued Balance
Proposition A: new fire station and acquisition of fire trucks and public safety equipment, and the acquisition of land and interest in land for such projects	\$18,000,000	\$0	\$18,000,000
Proposition B: Rock Prairie Road East corridor from Town Lake Drive to William D Fitch Parkway	\$16,100,000	\$0	\$16,100,000
Proposition D: demolition and reconstruction of restrooms, concession and storage space for the Bachmann Little League Building and Senior League/Soccer Building; pickleball and futsal courts at Anderson Park including lighting, parking and restrooms; demolition and reconstruction of the Central Park Operations Shop facility; pavilions, lighting, shade areas, irrigation, sidewalks, pathways, playgrounds/recreational areas, historical markers and signage at Mabel Clare Thomas Park; tennis courts, lighting and fencing at Bee Creek and Central Parks; restrooms, sidewalks and pathways at Lincoln Center/W.A. Tarrow Park	\$22,000,000	\$0	\$22,000,000

EXHIBIT A

FORM OF BOND

The form of the Bonds, including the form of Paying Agent/Registrar's 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 only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond as it appears in this **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.

NO. [R][T]-1

UNITED STATES OF AMERICA
STATE OF TEXAS
BRAZOS COUNTY

PRINCIPAL
AMOUNT
\$ _____

CITY OF COLLEGE STATION, TEXAS
GENERAL OBLIGATION BOND, SERIES 2023

<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>	<u>CUSIP NO.</u>
_____	_____	[], 2023	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF COLLEGE STATION, TEXAS, in Brazos County (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above or to the registered assignee hereof (either being hereinafter called the "registered owner") the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months), from the Delivery Date specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the interest rate per annum specified above, with said interest payable on [], and semiannually on each August 15 and February 15 thereafter until maturity or prior redemption; except that if this Bond is required to be authenticated and the date of its authentication is later than [], such interest is payable semiannually on each August 15 and February 15 following such date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. At maturity or redemption prior to maturity, the principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of The Bank of New York Mellon Trust Company, N.A. which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof,

at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this 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 thirty 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 [], 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[], for the following public purposes: (i) constructing, designing, improving and equipping a new fire station and acquisition of fire trucks and public safety equipment, and the acquisition of land and interest in land for such projects; (ii) constructing, designing, improving, extending and expanding transportation and mobility infrastructure consisting of the following: Rock Prairie Road East corridor from Town Lake Drive to William D Fitch Parkway, including related utility relocation, drainage, traffic signals and control, lighting, sidewalks, bike lanes and landscaping, the purchase of any necessary land and right-of-way in connection with these projects; (iii) constructing, designing, improving and equipping parks and recreational facilities consisting of the following: demolition and reconstruction of restrooms, concession and storage space for the Bachmann Little League Building and Senior League/Soccer Building; pickleball and futsal courts at Anderson Park including lighting, parking and restrooms; demolition and reconstruction of the Central Park Operations Shop facility; pavilions, lighting, shade areas, irrigation, sidewalks, pathways, playgrounds/recreational areas, historical markers and signage at Mabel Clare Thomas Park; tennis courts, lighting and fencing at Bee Creek and Central Parks; restrooms, sidewalks and pathways at Lincoln Center/W.A. Tarrow Park and (iv) paying costs of issuance of the Bonds (collectively, the "Projects").

ON [], 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 their 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.

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

Term Bonds due February 15, 20

Mandatory Redemption Date: 2/15/20	Principal Amount: \$,000
Mandatory Redemption Date: 2/15/20	Principal Amount: \$,000
Mandatory Redemption Date: 2/15/20*	Principal Amount: \$,000

* Stated Maturity

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

AT LEAST 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.

City Secretary

Mayor

(CITY 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.
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF COMPTROLLER'S CERTIFICATE
[ATTACHED TO BOND NO. T-1 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 true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

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

Comptroller of Public Accounts of the State of Texas

(SEAL)

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.

INSERTIONS FOR THE INITIAL BOND. The initial Bond shall be in the form set forth in paragraph (a) of this Form of Bond, except that:

i. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. ____" shall be deleted.

ii the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF COLLEGE STATION, TEXAS, in Brazos County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above or to the registered assignee hereof (either being hereinafter called the "registered owner") on the Maturity Dates, in the Principal Amounts and bearing interest at the per annum Interest Rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate
□	□	□

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the respective Interest Rate per annum specified above. Interest is payable on [] and on each February 15 and August 15 thereafter to the date of payment of the Principal Amounts specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

iii. The initial Bond shall be numbered "T-1."

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT



OFFICIAL STATEMENT
Dated _____, 2023

Ratings:
Moody's: Applied for
S&P: Applied for
See "OTHER INFORMATION – Ratings" herein

NEW ISSUE - Book-Entry-Only

In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein including the alternative minimum tax on certain corporations.



CITY OF COLLEGE STATION, TEXAS
(a Home-Rule City located in Brazos County, Texas)

\$6,415,000*
GENERAL OBLIGATION BONDS, SERIES 2023

Dated Date: Date of Delivery

Due: February 15, as shown on page 2

Interest Accrual Date: Date of Delivery

PAYMENT TERMS. . . Interest on the \$6,415,000* City of College Station, Texas General Obligation Bonds, Series 2023 (the "Bonds") will accrue from the date of delivery, and will be payable February 15 and August 15 of each year commencing February 15, 2024 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 of principal amount or any integral multiples thereof within a maturity. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See "THE OBLIGATIONS – Book-Entry-Only System" herein. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see "THE OBLIGATIONS – Paying Agent/Registrar").

AUTHORITY FOR ISSUANCE. . . Bonds are issued pursuant to the Constitution and general laws of the State of Texas, including particularly Chapters 1251 and 1331 of the Texas Government Code, as amended, an election held in the City of College Station, Texas (the "City") on November 8, 2022 and an ordinance to be adopted by the City Council of the City (the "Bond Ordinance"). The Bonds constitute direct obligations of the City, payable from a continuing ad valorem tax levied on all taxable property within the City within the limits prescribed by law, as provided in the Bond Ordinance (see "THE OBLIGATIONS - Authority for Issuance").

PURPOSE. . . Proceeds from the sale of the Bonds will be used for (i) a new fire station and acquisition of fire trucks and public safety equipment; transportation and mobility infrastructure; parks and recreational facilities, and; (ii) professional services rendered in relation to such projects and the issuance costs of the Bonds.

CUSIP PREFIX: 194469

MATURITY SCHEDULE & 9 DIGIT CUSIP

See Schedule on page 2

SEPARATE ISSUES . . . The Bonds are being offered by the City concurrently with the issuance of the \$27,495,000* City of College Station, Texas, Certificates of Obligation, Series 2023 (the "Certificates") under a common Official Statement. The Bonds and the Certificates are separate and distinct securities offerings being issued and sold independently except for this Official Statement, and such Bonds and Certificates are hereinafter sometimes referred to collectively as the "Obligations." While the Bonds and Certificates share certain common attributes, each issue is separate from the other and should be reviewed and analyzed independently, including without limitation the type of obligation being offered, its terms of payment, the rights of the City to redeem the Obligations of either series, the federal, state or local tax consequences of the purchase, ownership or disposition of the Obligations and other features.

LEGALITY. . . The Bonds are offered for delivery, when issued, and received by the initial purchaser (the "Initial Purchaser") and subject to the opinion of the Attorney General of the State of Texas and the opinion of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel for the City (see "APPENDIX C – Form of Opinion Of Bond Counsel"). Certain legal matters will be passed upon for the City by McCall, Parkhurst & Horton, L.L.P., Dallas, Texas, Disclosure Counsel for the City.

DELIVERY. . . It is expected that the Bonds will be available for delivery through the services of DTC on or about July 6, 2023.

BIDS DUE WEDNESDAY, JUNE 21, 2023 AT 10:00 A.M. CDT

* Preliminary, subject to change.

MATURITY SCHEDULE*

\$6,415,000*
General Obligation Bonds, Series 2023

Due Feb. 15	Principal	Interest Rate	Yield	CUSIP ⁽¹⁾
2024	\$ 225,000			
2025	295,000			
2026	305,000			
2027	320,000			
2028	340,000			
2029	355,000			
2030	375,000			
2031	240,000			
2032	250,000			
2033	265,000			
2034	270,000			
2035	285,000			
2036	300,000			
2037	315,000			
2038	330,000			
2039	350,000			
2040	370,000			
2041	390,000			
2042	405,000			
2043	430,000			

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard and Poor's Financial Services LLC on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the City nor the Financial Advisor shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Bonds having stated maturities on and after February 15, 2033, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE OBLIGATIONS – Optional Redemption").

MANDATORY SINKING FUND REDEMPTION . . . In addition to the foregoing optional redemption provision, if in connection with the pricing of the Bonds the principal amounts designated in the Maturity Schedule herein are combined to create Term Bonds, each Term Bond shall be subject to mandatory sinking fund redemption commencing on February 15 of the first year which has been combined to form such Term Bond and continuing on February 15 in each year thereafter until the stated maturity date of that Term Bond, and the amount required to be redeemed in any year shall be equal to the principal amount for such year set forth in the serial maturity schedule shown above (see "THE OBLIGATIONS – Mandatory Sinking Fund Redemption").

* Preliminary, subject to change.

NEW ISSUE - Book-Entry-Only

In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Certificates will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein including the alternative minimum tax on certain corporations.



CITY OF COLLEGE STATION, TEXAS
(a Home-Rule City located in Brazos County, Texas)

\$27,495,000*
CERTIFICATES OF OBLIGATION, SERIES 2023

Dated Date: Date of Delivery
Interest Accrual Date: Date of Delivery

Due: February 15, as shown on page 4

PAYMENT TERMS. . . Interest on the \$27,495,000* City of College Station, Texas Certificates of Obligation, Series 2023 (the "Certificates") will accrue from the date of delivery, and will be payable February 15 and August 15 of each year commencing February 15, 2024 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Certificates will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of \$5,000 of principal amount or any integral multiples thereof within a maturity. **No physical delivery of the Certificates will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates. See "THE OBLIGATIONS - Book-Entry-Only System" herein. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see "THE OBLIGATIONS - Paying Agent/Registrar").

AUTHORITY FOR ISSUANCE. . . The Certificates are issued pursuant to the Constitution and general laws of the State of Texas (the "State"), particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and constitute direct obligations of the City of College Station, Texas (the "City"), payable from a combination of (i) the levy and collection of a direct and continuing ad valorem tax, levied within the limits prescribed by law, on all taxable property within the City, and (ii) subordinate lien on and pledge of \$1,000 of the surplus revenues of the City's combined water, wastewater and electric utility system, as provided in the Certificate Ordinance (see "THE OBLIGATIONS - Authority for Issuance of the Obligations" and "THE OBLIGATIONS - Security and Source of Payment").

PURPOSE. . . Proceeds from the sale of the Certificates will be used for (i) streets and roads; (ii) information technology and communications equipment; (iii) improvements and extensions to the City's combined waterworks, sewer and electric systems; and (iv) professional services rendered in relation to such projects and the issuance costs of the Certificates.

CUSIP PREFIX: 194469

MATURITY SCHEDULE & 9 DIGIT CUSIP
See Schedule on page 4

SEPARATE ISSUES. . . The Certificates are being offered by the City concurrently with the issuance of the \$6,415,000* City of College Station, Texas, General Obligation Bonds, Series 2023 (the "Bonds") under a common Official Statement. The Bonds and the Certificates are separate and distinct securities offerings being issued and sold independently except for this Official Statement, and such Bonds and Certificates are hereinafter sometimes referred to collectively as the "Obligations." While the Bonds and Certificates share certain common attributes, each issue is separate from the other and should be reviewed and analyzed independently, including without limitation the type of obligation being offered, its terms of payment, the rights of the City to redeem the Obligations of either series, the federal, state or local tax consequences of the purchase, ownership or disposition of the Obligations and other features.

LEGALITY. . . The Certificates are offered for delivery, when issued, and received by the initial purchaser (the "Initial Purchaser") and subject to the opinion of the Attorney General of the State of Texas and the opinion of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel for the City (see "APPENDIX C – Form Of Opinion Of Bond Counsel"). Certain legal matters will be passed upon for the City by McCall, Parkhurst & Horton, L.L.P., Dallas, Texas, Disclosure Counsel for the City.

DELIVERY. . . It is expected that the Certificates will be available for delivery through the services of DTC on or about July 6, 2023.

BIDS DUE THURSDAY, JUNE 8, 2023 AT 10:30 A.M. CDT

* Preliminary, subject to change.

MATURITY SCHEDULE*

\$27,495,000*

Certificates of Obligation, Series 2023

Due Feb. 15	Principal	Interest Rate	Yield	CUSIP ⁽¹⁾
2024	\$ 665,000			
2025	965,000			
2026	1,015,000			
2027	1,065,000			
2028	1,120,000			
2029	1,175,000			
2030	1,235,000			
2031	1,140,000			
2032	1,190,000			
2033	1,255,000			
2034	1,315,000			
2035	1,385,000			
2036	1,455,000			
2037	1,535,000			
2038	1,605,000			
2039	1,690,000			
2040	1,780,000			
2041	1,870,000			
2042	1,970,000			
2043	2,065,000			

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard and Poor's Financial Services LLC on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the City nor the Financial Advisor shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2033, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE OBLIGATIONS – Optional Redemption").

MANDATORY SINKING FUND REDEMPTION . . . In addition to the foregoing optional redemption provision, if in connection with the pricing of the Certificates the principal amounts designated in the Maturity Schedule herein are combined to create Term Certificates, each Term Certificate shall be subject to mandatory sinking fund redemption commencing on February 15 of the first year which has been combined to form such Term Certificate and continuing on February 15 in each year thereafter until the stated maturity date of that Term Certificate, and the amount required to be redeemed in any year shall be equal to the principal amount for such year set forth in the serial maturity schedule shown above (see "THE OBLIGATIONS – Mandatory Sinking Fund Redemption").

* Preliminary, subject to change.

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended and in effect on the date hereof (the “Rule”), this document constitutes a Preliminary Official Statement of the City with respect to the Obligations that has been deemed “final” by the City as of its date except for the omission of no more than the information permitted by the Rule.

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesperson or other person has been authorized to give information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon.

The information set forth herein has been obtained from the City and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Financial Advisor or the Initial Purchasers. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. CUSIP numbers have been assigned to this issue by CUSIP Global Services, and are included solely for the convenience of the owners of the Obligations. Neither the City, the Financial Advisor nor the Initial Purchasers shall be responsible for the selection or correctness of the CUSIP numbers shown on the inside cover page.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described.

In connection with this offering, the Initial Purchasers may over-allot or effect transactions which stabilize the market price of the issue at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Obligations are exempt from registration with the Securities and Exchange Commission and consequently have not been registered therewith. The registration, qualification, or exemption of the Obligations in accordance with applicable securities law provisions of the jurisdiction in which these securities have been registered or exempted should not be regarded as a recommendation thereof.

NEITHER THE CITY, ITS FINANCIAL ADVISOR NOR THE INITIAL PURCHASERS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY (“DTC”) OR ITS BOOK-ENTRY-ONLY SYSTEM.

Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described herein since the date hereof.

THIS OFFICIAL STATEMENT CONTAINS “FORWARD-LOOKING” STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS. See “OTHER INFORMATION – FORWARD-LOOKING STATEMENTS DISCLAIMER” herein.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this final official statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

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The cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Obligations to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

- THE CITY**..... The City of College Station, Texas (the “City”) is a political subdivision and a home-rule city of the State, located in Brazos County, Texas. The City covers approximately 51.6 square miles (see “INTRODUCTION - Description of The City”).
- THE OBLIGATIONS** The Bonds are issued as 6,415,000* City of College Station, Texas General Obligation Bonds, Series 2023. The Bonds are issued as serial bonds maturing on February 15 in each of the years 2024–2043, inclusive (see “THE OBLIGATIONS – General Description”).
- The Certificates are issued as \$27,495,000* City of College Station, Texas Certificates of Obligation, Series 2022. The Certificates are issued as serial certificates maturing on February 15 in each of the years 2024–2043, inclusive (see “THE OBLIGATIONS - General Description”).
- The Bonds and the Certificates are sometimes referred to collectively herein as the “Obligations”.
- PAYMENT OF INTEREST** Interest on the Obligations will accrue from the date of delivery, and will be payable February 15 and August 15 of each year commencing February 15, 2024 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months (see “THE OBLIGATIONS - General Description”).
- AUTHORITY FOR ISSUANCE** .. The Bonds are authorized and issued pursuant to the Constitution and general laws of the State, particularly Chapters 1241 and 1331, Texas Government Code, as amended, an election held within the City on November 8, 2022 and an ordinance to be passed by the City Council of the City (the “Bond Ordinance”) (see “THE OBLIGATIONS - Authority for Issuance”).
- The Certificates are issued pursuant to the Constitution and general laws of the State, particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and an ordinance to be passed by the City Council of the City (the “Certificate Ordinance”) (see “THE OBLIGATIONS – Authority of Issuance”).
- SECURITY FOR THE BONDS** .. The Bonds are direct obligations of the City payable from the levy and collection of a direct and continuing ad valorem tax, within the limits prescribed by law, on all taxable property located within the City, as provided in the Bond Ordinance (see “THE OBLIGATIONS - Security and Source of Payment”).
- SECURITY FOR THE CERTIFICATES**..... The Certificates constitute direct obligations of the City, secured by and payable from a combination of (i) the levy and collection of an annual direct and continuing ad valorem tax, within the limits prescribed by law, on all taxable property located within the City, and (ii) a subordinate lien on and pledge of \$1,000 of the surplus revenues derived from the City’s combined water, wastewater and electric utility system (see “THE OBLIGATIONS - Security and Source of Payment”).
- Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 Taxable Assessed Valuation for all City purposes. The Home-Rule Charter of the City adopts the constitutionally authorized maximum tax rate of \$2.50 per \$100 Taxable Assessed Valuation.
- REDEMPTION** The City reserves the right, at its option, to redeem Obligations having stated maturities on and after February 15, 2033, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see “THE OBLIGATIONS – Optional Redemption”).
- TAX EXEMPTION** In the opinion of Bond Counsel, the interest on the Obligations will be excludable from gross income for federal income tax purposes under existing law. See “TAX MATTERS” for a discussion of the opinion of Bond Counsel and Exhibit C.
- USE OF PROCEEDS** Proceeds from the sale of the Bonds will be used for (i) a new fire station and acquisition of fire trucks and public safety equipment; transportation and mobility infrastructure; parks and recreational facilities, and (ii) professional services rendered in relation to such projects and issuance costs of the Bonds.
- Proceeds from the sale of the Certificates will be used for (i) streets and roads; (ii) information technology and communication equipment; (iii) improvements and extensions to the City’s combined waterworks, sewer and electric systems; and (iv) professional services rendered in relation to such projects and the issuance costs of the Certificates

* Preliminary, subject to change.

RATINGS The presently outstanding tax supported debt of the City are rated “Aa1” by Moody's Investors Service, Inc. (“Moody's”) and “AA+” by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business (“S&P”), without regard to credit enhancement (see “OTHER INFORMATION – Ratings”). Applications have been made to Moody's and S&P for contract ratings on the Obligations.

BOOK-ENTRY-ONLY

SYSTEM The definitive Obligations will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”) pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Obligations may be acquired in denominations of \$5,000 of principal amount or any integral multiples thereof. No physical delivery of the Obligations will be made to the beneficial owners thereof. Principal of and interest on the Obligations will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Obligations (see “THE OBLIGATIONS - Book-Entry-Only System”).

PAYMENT RECORD Other than a late payment on the City's Certificates of Obligation, Series 2002 that occurred in 2003, the City has never defaulted in payment of its general obligation tax debt.

SELECTED FINANCIAL INFORMATION

Fiscal Year Ended 9/30	Estimated City Population ⁽¹⁾	Taxable Assessed Valuation ⁽²⁾	Per Capita Taxable Assessed Valuation	Net Ad Valorem Tax Debt ⁽³⁾	Per Capita Net Ad Valorem Tax Debt	Ratio Tax Debt to Taxable Assessed Valuation	Percent Total Collection
2019	121,150	\$ 9,487,074,377	\$ 78,308	\$ 197,690,000	\$ 1,632	2.08%	99.22%
2020	122,949	9,979,431,357	81,167	183,525,000	1,493	1.84%	98.78%
2021	124,710	10,079,470,032	80,823	194,901,488	1,563	1.93%	99.27%
2022	124,866	10,483,884,379	83,961	220,478,586	1,766	2.10%	98.87%
2023	126,056	11,964,153,544	94,911	218,520,275 ⁽⁴⁾	1,734 ⁽⁴⁾	1.83% ⁽⁴⁾	90.32% ⁽⁵⁾

(1) Source: The City.

(2) As reported by the Brazos Central Appraisal District; subject to change during the ensuing year.

(3) Payable from ad valorem taxes. Does not include self-supporting debt. See “Table 10 – Self-Supporting Debt” for detail on the City's self-supported tax debt.

(4) Projected, includes the Obligations. Preliminary, subject to change.

(5) Collections as of March 15, 2023. A portion of the City's taxpayer base has elected to provide split payments to the City which will be due in part on June 30.

GENERAL FUND CONSOLIDATED STATEMENT SUMMARY

	For Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Beginning Balance	\$ 48,320,092	\$ 35,742,062	\$ 28,360,567	\$ 26,790,569	\$ 22,514,523
Total Revenue	87,126,314	85,609,997	74,456,870	71,180,329	67,484,355
Total Expenditures	81,696,727	87,680,867	85,856,082	87,077,758	82,128,812
Other Financing Sources	22,723,626	16,166,209	18,780,707	17,467,427	16,214,241
Prior Period Adjustment	-	(1,517,309)	-	-	2,706,262
Ending Balance	<u>\$ 76,473,305</u>	<u>\$ 48,320,092</u>	<u>\$ 35,742,062</u>	<u>\$ 28,360,567</u>	<u>\$ 26,790,569</u>

UTILITY SYSTEM CONDENSED STATEMENT OF OPERATIONS

	For Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Revenues:					
Electric	\$ 111,860,621	\$ 102,794,575	\$ 100,369,952	\$ 102,443,382	\$ 102,511,712
Water and Wastewater	43,115,216	37,512,695	37,628,189	34,313,203	33,602,131
Interest	621,501	216,542	1,322,832	2,654,945	1,262,551
Other	4,520,337	4,508,068	4,400,186	3,558,330	2,520,335
Total Revenues	\$ 160,117,675	\$ 145,031,880	\$ 143,721,159	\$ 142,969,860	\$ 139,896,729
Expenses:					
Total Expenses	\$ 103,835,235	\$ 133,786,264 ⁽¹⁾	\$ 80,521,607	\$ 81,725,180	\$ 77,828,073
Net Available for Debt Service	\$ 56,282,440	\$ 11,245,616	\$ 63,199,552	\$ 61,244,680	\$ 62,068,656
Water Average Montly Consumption (MGW)	463,182	381,256	361,040	369,689	383,830
Wastewater Average Daily Treatment (000's gal.)	8,389	9,430	7,500	8,239	7,468
Electric Average Monthly Consumption (KWH)	77,554,460	71,670,181	70,516,104	70,995,416	72,239,944

(1) The increase in expenses relative to prior years was due predominantly for costs associated with providing electricity during winter storm Uri in February, 2021.

CITY OFFICIALS, STAFF AND CONSULTANTS

ELECTED OFFICIALS

Name	Position	Length of Service	Term Expiration	Occupation
John Nichols	Mayor	10.5 Years	November 2026	Retired Professor
Mark Smith	Council Member 1	4 Months	November 2026	Retired Public Servant
William Wright	Council Member 2	4 Months	November 2026	Production Manager
Linda Harvell	Council Member 3	6.5 Years	November 2024	Business Owner
Elizabeth Cunha	Council Member 4	2.5 Years	November 2024	Education
Bob Yancy	Council Member 5	4 Months	November 2026	Retired CEO
Dennis Maloney	Council Member 6	13.5 Years	November 2024	Business Owner

Note: After the November 2024 elections for Places 4 and 6, these positions will serve 4 year terms resulting in all council positions then serving 4 year terms moving forward.

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SELECTED ADMINISTRATIVE STAFF

Name	Position	Length of Service to the City (in Years)
Bryan Woods	City Manager	4.5 ⁽¹⁾
Jeff Capps	Deputy City Manager	30.0 ⁽²⁾
Jeff Kersten	Assistant City Manager, CFO	32.0 ⁽³⁾
Jennifer Prochazka	Assistant City Manager	23.0 ⁽⁴⁾
Adam C. Falco	City Attorney	16.0 ⁽⁵⁾
Tanya D. Smith	City Secretary	15.0 ⁽⁶⁾
Ty Elliott	Internal Auditor	16.0
Mary Ellen Leonard	Director of Finance	7.0
Gary Mechler	Director of Water Services	5.0 ⁽⁷⁾
Timothy Crabb	Director of Electric Utility	16.0 ⁽⁸⁾
Samuel Rivera	Chief Information Officer	4.0 ⁽⁹⁾
Stephen Wright	Director of Parks and Recreation	2.5 ⁽¹⁰⁾
Michael Ostrowski	Director of Planning and Development Services	2.5 ⁽¹¹⁾
Emily Fisher	Director of Public Works	10.0 ⁽¹²⁾
Alison Pond	Director of Human Resources	14.5
Colin Killian	Public Communications Director	13.0 ⁽¹³⁾

(1) New hire as City Manager in December 2018.

(2) Assistant City Manager since June 2014; previously served as Chief of Police.

(3) Assistant City Manager and Chief Financial Officer since January 2014; previously served as Executive Director of Business Services and Chief Financial Officer.

(4) Assistant City Manager since 2020, previously served as Planning and Development Services Director.

(5) City Attorney since 2022, previously served as Senior City Attorney since 2009.

(6) Appointed City Secretary in July 2017; previously served as Deputy City Secretary since 2008.

(7) New hire Director of Water Services in August 2018.

(8) Director of Electric Utility since December 2012; previously served as Assistant Director of Electric Utility.

(9) New hire as Assistant Director of Information Technology in July 2019. Appointed CIO in December 2021.

(10) New hire as Director of Parks and Recreation in December 2020.

(11) New hire as Director of Planning and Development in December 2020.

(12) Director of Public Works since 2022; previously served as CIP Manager.

(13) Public Communications Director since 2023, previously served as interim director.

CONSULTANTS AND ADVISORS

Auditors FORVIS LLP
Houston, Texas

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

Financial Advisor Hilltop Securities Inc.
Dallas, Texas

For additional information regarding the City, please contact:

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Assistant City Manager
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or

Marti Shew
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Hilltop Securities Inc.
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Dallas, Texas 75201
(214) 953-4000

PRELIMINARY OFFICIAL STATEMENT
RELATING TO
CITY OF COLLEGE STATION, TEXAS
(a Home-Rule City located in Brazos County, Texas)

\$6,415,000*
GENERAL OBLIGATION BONDS, SERIES 2023

\$27,495,000*
CERTIFICATES OF OBLIGATION, SERIES 2023

INTRODUCTION

This Official Statement, which includes the cover pages and Appendices hereto, provides certain information regarding the issuance of the \$6,415,000* General Obligation Bonds, Series 2023 (the “Bonds”) and \$27,495,000* City of College Station, Texas Certificates of Obligation, Series 2023 (the “Certificates,” and together with the Bonds, herein collectively referred to as the “Obligations”). Capitalized terms used in this Official Statement have the same meanings assigned to such terms in the respective ordinances (the “Bond Ordinance” with respect to the Bonds and the “Certificate Ordinance” with respect to the Certificates), each to be adopted by the City Council of the City on the date of the sale of the Obligations and which will authorize the issuance of the Bonds and the Certificates, respectively. The Bond Ordinance and the Certificate Ordinance are herein collectively referred to as the “Ordinances”.

There follows in this Official Statement descriptions of the Obligations and certain information regarding the City and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the City's Financial Advisor, Hilltop Securities Inc., Houston, Texas.

DESCRIPTION OF THE CITY . . . The City is a political subdivision and municipal corporation of the State of Texas (the “State”), duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City was incorporated in October 1938, and first adopted its Home-Rule Charter in October 1938, which was last amended in November 2021. The City operates under a Council/City Manager form of government with a City Council comprised of the Mayor and six Council members. Some of the services that the City provides are: public safety (police and fire protection), highways and streets, electric, water and sanitary sewer utilities, health and social services, culture-recreation, public improvements, planning and zoning, and general administrative services. The 2020 Census population was 120,511 and the current estimated population of the City is 126,056. The City covers approximately 51.6 square miles.

THE OBLIGATIONS

GENERAL DESCRIPTION . . . The Obligations will bear interest from the date of delivery to the Initial Purchaser and mature on February 15 in each of the years and in the amounts shown on pages 2 and 4 hereof. Interest on the Obligations will be calculated on the basis of a 360-day year consisting of twelve 30-day months and will be payable February 15 and August 15 of each year commencing February 15, 2024 until maturity or prior redemption. The definitive Obligations will be issued only in fully registered form in any integral multiple of \$5,000 in principal amount for any one maturity and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”) pursuant to the Book-Entry-Only System described herein. No physical delivery of the Obligations will be made to the beneficial owners thereof. Principal of and interest on the Obligations will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Obligations (see “Book-Entry-Only System”).

AUTHORITY FOR ISSUANCE OF THE OBLIGATIONS. . . The Bonds are being authorized and issued pursuant to the Constitution and general laws of the State, particularly Chapters 1251 and 1331, Texas Government Code, as amended, an election held in the City on November 8, 2022 (the “Election”), and the Bond Ordinance. (see “Table 11 - Authorized But Unissued General Obligation Bonds”).

The Certificates are being issued pursuant to the Constitution and general laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and the Certificate Ordinance.

SECURITY AND SOURCE OF PAYMENT . . . The Obligations constitute direct obligations of the City payable from an annual direct and continuing ad valorem tax levied against all taxable property within the City, within the limits prescribed by law. In addition, the Certificates are additionally secured by and payable from a subordinate lien on and pledge of \$1,000 of the surplus revenues of the City's combined water, wastewater and electric utility system.

* Preliminary, subject to change.

TAX RATE LIMITATION . . . All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax debt within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 Taxable Assessed Valuation for all City purposes. The Home-Rule Charter of the City adopts the constitutionally authorized maximum tax rate of \$2.50 per \$100 Taxable Assessed Valuation. Administratively, the Attorney General of the State of Texas will permit allocation of \$1.50 of the \$2.50 maximum tax rate for all debt service for obligations payable from annual ad valorem property taxes, as calculated at the time of issuance.

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Obligations having stated maturities on and after February 15, 2033, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Obligations are to be redeemed, the City shall determine the Obligations, or portions thereof, within such maturity to be redeemed. If Obligations (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Obligations (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

MANDATORY SINKING FUND REDEMPTION . . . In the event any of the Obligations are structured as “term” Obligations, such term Obligations will be subject to mandatory sinking fund redemption in accordance with the applicable provisions of the Ordinances, which provisions will be included in the final Official Statement.

NOTICE OF REDEMPTION . . . Not less than 30 days prior to a redemption date for the Obligations, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the registered owners of the Obligations to be redeemed, in whole or in part, at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar. ANY NOTICE SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN, WHETHER OR NOT THE REGISTERED OWNER RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN, THE OBLIGATIONS CALLED FOR REDEMPTION SHALL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY OBLIGATION OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH OBLIGATION OR PORTION THEREOF SHALL CEASE TO ACCRUE.

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

BOOK-ENTRY-ONLY SYSTEM . . . *This section describes how ownership of the Obligations is to be transferred and how the principal of and interest on the Obligations are to be paid to and credited by the DTC while the Obligations are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Financial Advisor and the Underwriters believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.*

The City, the Financial Advisor and the Initial Purchaser cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Obligations, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Obligations), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate for each maturity will be issued for the Obligations, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, 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 pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers,

banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). Direct Participants and Indirect Participants are referred to collectively herein as “Participants”. DTC is rated AA+ by Standard and Poor’s. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for such purchases on DTC’s records. The ownership interest of each actual purchaser of each Obligations (“Beneficial Owner”) is in turn to be recorded on the Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Obligations are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Obligations, except in the event that use of the book-entry system described herein is discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Obligations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Obligations; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Obligations are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Obligations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Obligations, such as redemptions, tenders, defaults, and proposed amendments to the Obligation documents. For example, Beneficial Owners of Obligations may wish to ascertain that the nominee holding the Obligations for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Obligations within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Obligations unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Obligations will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City and the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and the Paying Agent/Registrar. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and reimbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as depository with respect to the Obligations at any time by giving reasonable notice to the City and the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Obligations are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Obligations will be printed and delivered.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Obligations are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Obligations, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Ordinances will be given only to DTC.

Information concerning DTC and the Book-Entry System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the City or the Initial Purchaser.

PAYING AGENT/REGISTRAR . . . The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. In the Ordinances, the City retains the right to replace the Paying Agent/Registrar. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Obligations are duly paid and any successor Paying Agent/Registrar must be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Obligations. Upon any change in the Paying Agent/Registrar for the Obligations, the City will promptly cause a written notice thereof to be sent to each registered owner of the Obligations by United States mail, first class, postage prepaid, which notice will also include the address of the new Paying Agent/Registrar.

TRANSFER, EXCHANGE AND REGISTRATION . . . In the event the Book-Entry-Only System should be discontinued, the Obligations may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender thereof to the Paying Agent/Registrar and such transfer or exchange will be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Obligations may be assigned by the execution of an assignment form on the respective Obligations or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Obligations will be delivered by the Paying Agent/Registrar, in lieu of the Obligations being transferred or exchanged, at the corporate trust office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. To the extent possible, new Obligations issued in an exchange or transfer of Obligations will be delivered to the registered owner or assignee of the registered owner in not more than three business days after the receipt of the Obligations to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Obligations registered and delivered in an exchange or transfer will be in any integral multiple of \$5,000 for any one maturity and for a like aggregate principal amount as the Obligations surrendered for exchange or transfer. See "Book-Entry-Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Obligations. Neither the City nor the Paying Agent/Registrar will be required to transfer or exchange any Obligation called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation of transfer will not be applicable to an exchange by the registered owner of the uncalled balance of a Obligation.

RECORD DATE FOR INTEREST PAYMENT . . . The record date ("Record Date") for determining the person to whom the interest is payable on the Obligations on any interest payment date means the close of business on the last business day of the preceding month.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (a "Special Payment Date," which will be 15 days after the Special Record Date) will be sent at least five days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Holder of an Obligation appearing on the registration books of the Paying Agent/Registrar at the close of business on the day next preceding the date of mailing of such notice.

DEFEASANCE . . . The Ordinances provide for the defeasance of the Obligations when the payment of the principal of and premium, if any, on the Obligations, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), is provided by irrevocably depositing with a paying agency, in trust (1) money sufficient to make such payment or (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times to insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Obligations. The Ordinances provide that "Defeasance Securities" means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (d) any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, retire or otherwise discharge obligations such as the Obligations. The City may modify or restrict the categories of eligible of Defeasance Securities to accommodate requests from the Initial Purchaser. The City has additionally reserved the right, subject to satisfying the requirement of (1) and (2) above, to substitute other Defeasance Securities for the Defeasance Securities originally deposited, to reinvestment the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Obligations. Because the Ordinances do not contractually limit such investments, registered owners will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used for defeasance purposes or that for any other Governmental Security will be maintained at any particular rating category.

REMEDIES OF HOLDERS OF OBLIGATIONS. . . The Ordinances establish specific events of default with respect to the Obligations. If the City defaults in the payment of the principal of or interest on the Obligations when due or the City defaults in the observance or performance of any of the covenants, conditions, or obligations of the City, the failure to perform which materially, adversely affects the rights of the owners of the Obligations including but not limited to, their prospect or ability to be repaid in accordance with the Ordinances, and the continuation

thereof for a period of 60 days after notice of such default is given by any owner to the City, the Ordinances provide that any registered owner is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the City to make such payment or observe and perform such covenants, obligations, or conditions. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Obligations or the Ordinances and the City's obligations are not uncertain or disputed. Chapter 1371, Texas Government code, which pertains to the issuance of public securities by issuers such as the City, permits the City to waive sovereign immunity in the proceedings authorizing its bonds, but in connection with the issuance of the Obligations, the City has not waived sovereign immunity, and therefore, holders may not be able to bring such a suit against the City for breach of the of Ordinances covenants in the absence of City action. The issuance of a writ of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Obligations in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Ordinances do not provide for the appointment of a trustee to represent the interest of the holders of the Obligations upon any failure of the City to perform in accordance with the terms of the Ordinances, or upon any other condition and accordingly all legal actions to enforce such remedies would have to undertaken of the initiative of, and be financed by, the registered owners of the Obligations. On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages, registered owners of the Obligations may not be able to bring such a suit against City for breach of the of covenants contained in the Ordinances. Even if a judgment against the City could be obtained, it could not be enforced by direct levy and execution against the City's property. Further, the registered owners cannot themselves foreclose on property within the City or sell property within the City to enforce the tax lien on taxable property to pay the principal of and interest on the Obligations.

The City is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of ad valorem taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or registered owners of the Obligations of an entity which has sought protection under Chapter 9. Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Obligations are qualified with respect to the customary rights of debtors relative to their creditors, principles of sovereign immunity and by general principles of equity which permit the exercise of judicial discretion.

SOURCES AND USES OF OBLIGATIONS PROCEEDS . . . Proceeds from the sale of the Obligations, are expected to be expended as follows:

Sources of Funds	The Bonds	The Certificates
Par Amount	\$ -	\$ -
Issue Premium		
Total Uses of Funds	<u>\$ -</u>	<u>\$ -</u>
Use of Funds		
Deposit to Project Fund	\$ -	\$ -
Underwriter's Discount		
Costs of Issuance		
Total Uses of Funds	<u>\$ -</u>	<u>\$ -</u>

TAX INFORMATION

The following is a summary of certain provisions of State law as it relates to ad valorem taxation and is not intended to be complete. Prospective investors are encouraged to review Title I of the Texas Tax Code, as amended (the "Property Tax Code"), for identification of property subject to ad valorem taxation, property exempt or which may be exempted from ad valorem taxation if claimed, the appraisal of property for ad valorem tax purposes, and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

2023 LEGISLATIVE SESSION . . . The 88th Texas Legislature convened on January 10, 2023 and will conclude on May 29, 2023. Thereafter, the Governor of Texas (the "Governor") may call one or more additional special sessions which may last no more than 30 days and for which the Governor sets the agenda. During the legislative session, the Legislature will consider a general appropriations act and may consider legislation affecting ad valorem taxation procedures affecting cities including debt obligations and public securities issued by cities. The City can make no representations or predictions regarding any actions the Legislature may take during the 88th Texas legislative session concerning the substance or the effect of any legislation that may be passed in the future or how such legislation could affect the City.

VALUATION OF TAXABLE PROPERTY . . . The Property Tax Code provides for countywide appraisal and equalization of taxable property values and establishes in each county of the State an appraisal district and an appraisal review board (the "Appraisal Review Board") responsible for appraising property for all taxing units within the county. The appraisal of property within the City is the responsibility of the

Brazos Central Appraisal District (the "Appraisal District"). Except as generally described below, the Appraisal District is required to appraise all property within the Appraisal District on the basis of 100% of its market value and is prohibited from applying any assessment ratios. In determining market value of property, the Appraisal District is required to consider the cost method of appraisal, the income method of appraisal and the market data comparison method of appraisal, and use the method the chief appraiser of the Appraisal District considers most appropriate. The Property Tax Code requires appraisal districts to reappraise all property in its jurisdiction at least once every three (3) years. A taxing unit may require annual review at its own expense, and is entitled to challenge the determination of appraised value of property within the taxing unit by petition filed with the Appraisal Review Board.

State law requires the appraised value of an owner's principal residence ("homestead" or "homesteads") to be based solely on the property's value as a homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a homestead to the lesser of (1) the market value of the property or (2) 110% of the appraised value of the property for the preceding tax year plus the market value of all new improvements to the property.

State law provides that eligible owners of both agricultural land and open-space land, including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity. The same land may not be qualified as both agricultural and open-space land.

The appraisal values set by the Appraisal District are subject to review and change by the Appraisal Review Board. The appraisal rolls, as approved by the Appraisal Review Board, are used by taxing units, such as the City, in establishing their tax rolls and tax rates (see "Tax Information – City and Taxpayer Remedies").

STATE MANDATED HOMESTEAD EXEMPTIONS . . . State law grants, with respect to each city in the State, various exemptions for disabled veterans and their families, surviving spouses of members of the armed services killed in action, and surviving spouses of first responders killed or fatally wounded in the line of duty.

LOCAL OPTION HOMESTEAD EXEMPTIONS . . . The governing body of a taxing unit, including a city, county, school district, or special district, at its option may grant: (1) an exemption of up to 20% of the appraised value of all homesteads (but not less than \$5,000) and (2) an additional exemption of at least \$3,000 of the appraised value of the homesteads of persons sixty-five (65) years of age or older and the disabled. Each taxing unit decides if it will offer the local option homestead exemptions and at what percentage or dollar amount, as applicable. The exemption described in (2), above, may be created, increased, decreased or repealed at an election called by the governing body of a taxing unit upon presentment of a petition for such creation, increase, decrease, or repeal of at least 20% of the number of qualified voters who voted in the preceding election of the taxing unit.

LOCAL OPTION FREEZE FOR THE ELDERLY AND DISABLED . . . The governing body of a county, municipality or junior college district may, at its option, provide for a freeze on the total amount of ad valorem taxes levied on the homesteads of persons 65 years of age or older or of disabled persons above the amount of tax imposed in the year such residence qualified for such exemption. Also, upon voter initiative, an election may be held to determine by majority vote whether to establish such a freeze on ad valorem taxes. Once the freeze is established, the total amount of taxes imposed on such homesteads cannot be increased except for certain improvements, and such freeze cannot be repealed or rescinded.

PERSONAL PROPERTY . . . Tangible personal property (furniture, machinery, supplies, inventories, etc.) used in the "production of income" is taxed based on the property's market value. Taxable personal property includes income-producing equipment and inventory. Intangibles such as goodwill, accounts receivable, and proprietary processes are not taxable. Tangible personal property not held or used for production of income, such as household goods, automobiles or light trucks, and boats, is exempt from ad valorem taxation unless the governing body of a taxing unit elects to tax such property.

FREEPORT AND GOODS-IN-TRANSIT EXEMPTIONS . . . Certain goods that are acquired in or imported into the State to be forwarded outside the State, and are detained in the State for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication ("Freeport Property") are exempt from ad valorem taxation unless a taxing unit took official action to tax Freeport Property before April 1, 1990 and has not subsequently taken official action to exempt Freeport Property. Decisions to continue taxing Freeport Property may be reversed in the future; decisions to exempt Freeport Property are not subject to reversal.

Certain goods that are acquired in or imported into the State to be forwarded to another location within or without the State, stored in a location that is not owned by the owner of the goods and are transported to another location within or without the State within 175 days ("Goods-in-Transit"), are generally exempt from ad valorem taxation; however, the Property Tax Code permits a taxing unit, on a local option basis, to tax Goods-in-Transit if the taxing unit takes official action after conducting a public hearing, before January 1 of the first tax year in which the taxing unit proposes to tax Goods-in-Transit. Goods-in-Transit and Freeport Property do not include oil, natural gas or petroleum products, and Goods-in-Transit does not include aircraft or special inventories such as manufactured housing inventory, or a dealer's motor vehicle, boat, or heavy equipment inventory.

A taxpayer may receive only one of the Goods-in-Transit or Freeport Property exemptions for items of personal property.

OTHER EXEMPT PROPERTY . . . Other major categories of exempt property include property owned by the State or its political subdivisions if used for public purposes, property exempt by federal law, property used for pollution control, farm products owned by producers, property of nonprofit corporations used for scientific research or educational activities benefitting a college or university, designated historic sites, solar and wind-powered energy devices, and certain classes of intangible personal property.

TAX INCREMENT REINVESTMENT ZONES . . . A city or county, by petition of the landowners or by action of its governing body, may create one or more tax increment reinvestment zones (“TIRZ”) within its boundaries. At the time of the creation of the TIRZ, a “base value” for the real property in the TIRZ is established and the difference between any increase in the assessed valuation of taxable real property in the TIRZ in excess of the base value is known as the “tax increment”. During the existence of the TIRZ, all or a portion of the taxes levied against the tax increment by a city or county, and all other overlapping taxing units that elected to participate, are restricted to paying only planned project and financing costs within the TIRZ and are not available for the payment of other obligations of such taxing units.

TAX ABATEMENT AGREEMENTS . . . Taxing units may also enter into tax abatement agreements to encourage economic development. Under the agreements, a property owner agrees to construct certain improvements on its property. The taxing unit, in turn, agrees not to levy a tax on all or part of the increased value attributable to the improvements until the expiration of the agreement. The abatement agreement could last for a period of up to 10 years. See “Tax Information – Tax Abatement Policy” for descriptions of the City’s tax abatement program.

For a discussion of how the various exemptions described above are applied by the City, see “Tax Information – City Application of Property Tax Code” herein.

TEMPORARY EXEMPTION FOR QUALIFIED PROPERTY DAMAGED BY A DISASTER . . . The Property Tax Code entitles the owner of certain qualified (i) tangible personal property used for the production of income, (ii) improvements to real property, and (iii) manufactured homes located in an area declared by the governor to be a disaster area following a disaster and is at least 15 percent damaged by the disaster, as determined by the chief appraiser, to an exemption from taxation of a portion of the appraised value of the property. The amount of the exemption ranges from 15 percent to 100 percent based upon the damage assessment rating assigned by the chief appraiser. Except in situations where the territory is declared a disaster on or after the date the taxing unit adopts a tax rate for the year in which the disaster declaration is issued, the governing body of the taxing unit is not required to take any action in order for the taxpayer to be eligible for the exemption. If a taxpayer qualifies for the exemption after the beginning of the tax year, the amount of the exemption is prorated based on the number of days left in the tax year following the day on which the governor declares the area to be a disaster area. For more information on the exemption, reference is made to Section 11.35 of the Property Tax Code.

On April 13, 2020, the Attorney General of Texas released his opinion that “a court would likely conclude that the Legislature intended to limit the temporary tax exemption to apply to property physically harmed as a result of a declared disaster. Thus, purely economic, non-physical damage to property caused by the COVID-19 disaster is not eligible for the temporary tax exemption provided by section 11.35 of the Tax Code.” Tex. Att’y Gen. Op. No. KP-0299 (2020).

CITY AND TAXPAYER REMEDIES . . . Under certain circumstances, taxpayers and taxing units, including the City, may appeal the determinations of the Appraisal District by timely initiating a protest with the Appraisal Review Board. Additionally, taxing units such as the City may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

Beginning in the 2021 tax year, owners of certain property with a taxable value in excess of the current year “minimum eligibility amount”, as determined by the State Comptroller, and situated in a county with a population of one million or more, may protest the determinations of an appraisal district directly to a three-member special panel of the appraisal review board, appointed by the chairman of the appraisal review board, consisting of highly qualified professionals in the field of property tax appraisal. The minimum eligibility amount is set at \$50 million for the 2021 tax year, and is adjusted annually by the State Comptroller to reflect the inflation rate.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the City and provides for taxpayer referenda that could result in the repeal of certain tax increases (see “Tax Information – Public Hearing and Maintenance and Operations Tax Rate Limitations”). The Property Tax Code also establishes a procedure for providing notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

LEVY AND COLLECTION OF TAXES . . . The City is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. Taxes are due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty of up to twenty percent (20%) if imposed by the City. The delinquent tax also accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes for certain taxpayers. Furthermore, the City may provide, on a local option basis, for the split payment, partial payment, and discounts for early payment of taxes under certain circumstances.

PUBLIC HEARING AND MAINTENANCE AND OPERATIONS TAX RATE LIMITATIONS . . . The following terms as used in this section have the meanings provided below:

“adjusted” means lost values are not included in the calculation of the prior year’s taxes and new values are not included in the current year’s taxable values.

“de minimis rate” means the maintenance and operations tax rate that will produce the prior year’s total maintenance and operations tax levy (adjusted) from the current year’s values (adjusted), plus the rate that produces an additional \$500,000 in tax revenue when applied to the current year’s taxable value, plus the debt service tax rate.

“no-new-revenue tax rate” means the combined maintenance and operations tax rate and debt service tax rate that will produce the prior year’s total tax levy (adjusted) from the current year’s total taxable values (adjusted).

“special taxing unit” means a city for which the maintenance and operations tax rate proposed for the current tax year is 2.5 cents or less per \$100 of taxable value.

“unused increment rate” means the cumulative difference between a city’s voter-approval tax rate and its actual tax rate for each of the tax years 2021 through 2022, which may be applied to a city’s tax rate in tax years 2021 through 2023 without impacting the voter-approval tax rate.

“voter-approval tax rate” means the maintenance and operations tax rate that will produce the prior year’s total maintenance and operations tax levy (adjusted) from the current year’s values (adjusted) multiplied by 1.035, plus the debt service tax rate, plus the “unused increment rate.”

The City’s tax rate consists of two components: (1) a rate for funding of maintenance and operations expenditures in the current year (the “maintenance and operations tax rate”), and (2) a rate for funding debt service in the current year (the “debt service tax rate”). Under State law, the assessor for the City must submit an appraisal roll showing the total appraised, assessed, and taxable values of all property in the City to the City Council by August 1 or as soon as practicable thereafter.

A city must annually calculate its “voter-approval tax rate” and “no-new-revenue tax rate” (as such terms are defined above) in accordance with forms prescribed by the State Comptroller and provide notice of such rates to each owner of taxable property within the city and the county tax assessor-collector for each county in which all or part of the city is located. A city must adopt a tax rate before the later of September 30 or the 60th day after receipt of the certified appraisal roll, except that a tax rate that exceeds the voter-approval tax rate must be adopted not later than the 71st day before the next occurring November uniform election date. If a city fails to timely adopt a tax rate, the tax rate is statutorily set as the lower of the no-new-revenue tax rate for the current tax year or the tax rate adopted by the city for the preceding tax year.

As described below, the Property Tax Code provides that if a city adopts a tax rate that exceeds its voter-approval tax rate or, in certain cases, its “de minimis rate”, an election must be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

A city may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until each appraisal district in which such city participates has delivered notice to each taxpayer of the estimated total amount of property taxes owed and the city has held a public hearing on the proposed tax increase.

For cities with a population of 30,000 or more as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the voter-approval tax rate, that city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

For cities with a population less than 30,000 as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the greater of (i) the voter-approval tax rate or (ii) the de minimis rate, the city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate. However, for any tax year during which a city has a population of less than 30,000 as of the most recent federal decennial census and does not qualify as a special taxing unit, if a city’s adopted tax rate is equal to or less than the de minimis rate but greater than both (a) the no-new-revenue tax rate, multiplied by 1.08, plus the debt service tax rate or (b) the city’s voter-approval tax rate, then a valid petition signed by at least three percent of the registered voters in the city would require that an election be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

Any city located at least partly within an area declared a disaster area by the Governor of the State or the President of the United States during the current year may calculate its “voter-approval tax rate” using a 1.08 multiplier, instead of 1.035, until the earlier of (i) the second tax year in which such city’s total taxable appraised value exceeds the taxable appraised value on January 1 of the year the disaster occurred, or (ii) the third tax year after the tax year in which the disaster occurred.

State law provides cities and counties in the State the option of assessing a maximum one-half percent (1/2%) sales and use tax on retail sales of taxable items for the purpose of reducing its ad valorem taxes, if approved by a majority of the voters in a local option election. If the additional sales and use tax for ad valorem tax reduction is approved and levied, the no-new-revenue tax rate and voter-approval tax rate must be reduced by the amount of the estimated sales tax revenues to be generated in the current tax year.

The calculations of the no-new-revenue tax rate and voter-approval tax rate do not limit or impact the City’s ability to set a debt service tax rate in each year sufficient to pay debt service on all of the City’s tax-supported debt obligations, including the Obligations.

Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

DEBT TAX RATE LIMITATIONS . . . All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax supported debt, within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 of Taxable Assessed Valuation. Administratively, the Attorney General of the State of Texas will permit allocation of \$1.50 of the \$2.50 maximum tax rate for all debt service on ad valorem tax-supported debt, as calculated at the time of issuance.

THE CITY'S RIGHTS IN THE EVENT OF TAX DELINQUENCIES . . . Taxes levied by the City are a personal obligation of the owner of the property. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of each taxing unit, including the City, having power to tax the property. The City's tax lien is on a parity with tax liens of such other taxing units. A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the City is determined by applicable federal law. Personal property, under certain circumstances, is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the City may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property.

Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, adverse market conditions, taxpayer redemption rights, or bankruptcy proceedings which restrain the collection of a taxpayer's debt.

Federal bankruptcy law provides that an automatic stay of actions by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases, post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

CITY APPLICATION OF PROPERTY TAX CODE . . . The City grants a 5% exemption to the market value of the residence homestead. It also grants an exemption to the market value of the residence homestead of persons 65 years of age or older of \$30,000.

Ad valorem taxes are not levied by the City against the exempt value of residence homesteads for the payment of debt.

The City does not tax nonbusiness personal property.

The City does permit split payments, but discounts are not allowed.

The City does collect the additional one-half percent sales tax for reduction of ad valorem taxes.

The City has adopted a tax abatement policy.

An election was held on May 10, 2008 and the voters of College Station approved the ad valorem tax freeze for residential homesteads for disabled and age 65 or older persons.

Brazos County collects the taxes for the City.

TAX ABATEMENT POLICY . . . The City has established tax abatement guidelines and criteria for economic development prospects in the City. In order to be eligible for designation as a Reinvestment Zone and receive tax abatement, the planned improvement:

1. Must be expected to have an increased appraised ad valorem tax value of at least \$1,000,000 based upon the Brazos Central Appraisal District's assessment of the eligible property.
2. Must be expected to prevent the loss of payroll or retain, increase or create a payroll on a permanent basis in the City.

The following factors among others should be considered in determining whether to grant tax abatement and, if so, the percentage of value to be abated and the duration of the tax abatement:

1. Value of land and existing improvements, if any;
2. Type and value of proposed improvements;
3. Productive life of proposed improvements;
4. Number of existing jobs to be retained by proposed improvements;
5. Number of type of new jobs to be created by proposed improvements;

6. Amount of local payroll to be created;
7. Whether persons residing or projected to reside within the City will have the opportunity to fill the new jobs being created;
8. Amount of local taxes to be generated directly;
9. Amount of property tax base valuation which will be increased during term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than \$1,000,000;
10. The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements;
11. The amount of ad valorem taxes to be paid to the City during the abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;
12. The population growth of the City that occurs directly as result of new improvements;
13. The types of public improvements, if any, to be made by the applicant seeking abatement;
14. Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
15. The impact on the business opportunities of existing businesses;
16. The attraction of other new businesses to the area;
17. The overall compatibility with the zoning ordinances and comprehensive plan for the area; and/or
18. Whether the project is environmentally compatible with no negative impact on quality of life perceptions.

Neither a Reinvestment Zone nor abatement agreement shall be authorized if it is determined that:

1. There would be substantial adverse affect on the provision of government service or tax base;
2. The applicant has insufficient financial capacity;
3. Planned or potential use of the property would constitute a hazard to public safety, health or morals;
4. Violation of other code or laws;
5. The agreement was signed after the commencement of construction, alteration or installation of improvements related to the project;
or
6. Any other reason deemed appropriate by the City Council

ECONOMIC DEVELOPMENT . . . In the fall of 2013, the College Station City Council adopted an Economic Development Master Plan. This document represents the City's first such effort and joins the many other Master Plans, Neighborhood, Corridor, and District Plans created to aid in successful implementation of the Comprehensive Plan. The Master Plan defines the goals and objectives of the City's economic development efforts and lays out strategies and detailed actions to achieve these goals and objectives. This plan was updated in 2020 to reflect the evolving market and identify strategic initiatives and targeted industries. The plan outlined the following initiatives that the City's economic development program area should focus its efforts on: attract and expand destination entertainment and hospitality activities; support retail and redevelopment opportunities; enhance community health and wellness; support expansion of population and corporate investment; partner with regional allies to attract and expand high-end investment; and enhance high quality of life.

Furthermore, the Plan also detailed ongoing monitoring, and identified a series of formal economic development policy guidelines that were also adopted. These guidelines state that in order to ensure the ongoing competitiveness of the community, no State authorized incentive should immediately be discounted. The Texas Constitution and multiple State statutes identify the role of economic development by both the State and its municipalities as a public purpose. While recognizing there is no standard strategy, policy, or program for economic development, the Texas Legislature has created a vast array of tools that local governments have at their disposal. The objective of these tools is to not only encourage development and diversification of the Texas economy, but to simultaneously enhance the participating community's overall quality of life. Incentives to consider may include, but not be limited to: Chapter 380 financing; development fee rebates; enterprise zone program sponsorship; Freeport exemptions; infrastructure assistance; land transactions; delayed annexation or limited purpose annexation; special districts; reinvestment zones (tax abatement or tax increment); and fast track development process.

The City and the City of Bryan, Texas have also entered into an "Interlocal Cooperation and Joint Development Agreement" (the "Interlocal Agreement") in connection with implementing a joint economic development program known as the Joint Research Valley BioCorridor Development Project (the "Project"). Under the terms of the Interlocal Agreement, the City will make funds available to the City of Bryan, and the City of Bryan will make funds available to the City, for certain defined public infrastructure projects that are intended to enhance development of the Project. The obligations of each city under the Interlocal Agreement shall not constitute a debt for purposes of any provision of the State Constitution, and are intended to be paid from the general revenues of each city.

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TABLE 1 - VALUATION, EXEMPTIONS AND GENERAL OBLIGATION DEBT

2022/2023 Market Valuation Established by Brazos Central Appraisal District (excluding exempt property)		\$ 12,727,149,044
Less Exemptions/Reductions at 100% Market Value:		
Productivity Loss	\$ 122,712,187	
Over 65 Homestead Exemptions	116,435,333	
Cap Loss	209,830,162	
Pollution Control	207,845	
Member Armed Service Surviving Spouse	763,706	
Solar	356,377	
Freeport	34,697,113	
Disabled Veteran	79,247,721	
Homestead	198,108,667	
First Responders Surviving Spouse	636,379	762,995,490
2022/2023 Taxable Assessed Valuation		<u>\$ 11,964,153,554 ⁽¹⁾</u>
Debt Payable from Ad Valorem Taxes (as of 4/1/2022)		
Certificates of Obligation, Series 2013	\$ 6,070,000	
General Obligation Improvement and Refunding Bonds, Series 2013	7,320,000	
Certificates of Obligation, Series 2014	19,015,000	
General Obligation Improvement and Refunding Bonds, Series 2014	14,430,000	
Certificates of Obligation, Series 2016	16,655,000	
General Obligation Improvement and Refunding Bonds, Series 2016	23,250,000	
General Obligation Improvement and Refunding Bonds, Series 2017	23,390,000	
Certificates of Obligation, Series 2017	42,760,000	
Certificates of Obligation, Series 2018	28,755,000	
Certificates of Obligation, Series 2019	62,070,000	
Certificates of Obligation, Series 2020	18,540,000	
General Obligation Refunding Bonds, Series 2020	11,910,000	
General Obligation Refunding Bonds, Series 2020A	11,245,000	
Certificates of Obligation, Series 2021	49,385,000	
Certificates of Obligation, Series 2022	65,410,000	
The Bonds ⁽²⁾	6,415,000	
The Certificates ⁽²⁾	27,495,000	434,115,000
Less: Self Supporting Debt ⁽³⁾		\$ 230,111,414
Less: Interest and Sinking Fund as of 2/1/2023		26,562,159
Net Debt Payable from Ad Valorem Taxes ⁽⁴⁾		<u>\$ 177,441,427</u>
Ratio of Net Debt Payable from Ad Valorem Taxes to Taxable Assessed Valuation ⁽⁴⁾		1.48%
2023 Estimated Population - 126,056		
Per Capita Taxable Assessed Valuation - \$94,911		
Per Capita Net Funded Debt - \$1,408		

- (1) Certified taxable assessed valuation for tax year 2022 as reported by the Brazos Central Appraisal District. This amount is subject to change during ensuing year.
- (2) Preliminary, subject to change. The debt service on a portion of the Certificates will be internally allocated by the City as being payable from the surplus revenues from the respective enterprise funds. Although the City expects to pay for this portion of the Certificates with surplus enterprise funds, the Certificates are secured solely by a pledge of ad valorem taxes and by a pledge of combined utility system surplus net revenues limited to \$1,000. See "THE OBLIGATIONS - Security and Source of Payment." There is no guarantee that payments from these enterprise funds will be made. If payments are not made from the enterprise funds, the City will be required to levy ad valorem taxes in amounts sufficient to make such payments.
- (3) In the past, the City has sold certificates of obligation to finance projects for the City's water and sewer system, and electric system and has internally allocated portions of this debt as payable from the respective enterprise funds. The self-supporting amounts listed above are projections of debt that is expected to be retired by the City based on actual historical payments from these funds to pay for debt service the outstanding certificates of obligation. There is no guarantee that payments from these funds will continue in the future. Includes a portion of the Certificates. See "DEBT INFORMATION - TABLE 10 - Self Supporting Debt." Preliminary, subject to change.
- (4) Net of Interest and Sinking Fund as of February 1, 2023.

TABLE 2 - TAXABLE ASSESSED VALUATIONS BY CATEGORY

Category	Taxable Appraised Value, Fiscal Year Ending September 30,					
	2023		2022		2021	
	Amount	% of Total	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	\$ 7,275,649,496	57.17%	\$ 6,149,791,788	55.97%	\$ 5,811,512,587	55.20%
Real, Residential, Multi-Family	2,416,751,377	18.99%	2,205,779,501	20.07%	2,152,451,222	20.44%
Real, Vacant Lots/Tracts	185,802,426	1.46%	192,135,685	1.75%	176,239,728	1.67%
Real, Acreage (Land Only)	124,109,083	0.98%	122,899,435	1.12%	107,408,833	1.02%
Real, Farm and Ranch Improvements	75,424,161	0.59%	74,092,458	0.67%	70,754,199	0.67%
Real, Commercial/Industrial	1,958,551,230	15.39%	1,704,356,374	15.51%	1,675,685,747	15.92%
Real, Oil, Gas & Other Mineral Reserves	8,912,023	0.07%	2,362,709	0.02%	5,628,541	0.05%
Real and Tangible Personal, Utilities	61,792,187	0.49%	50,984,103	0.46%	41,370,586	0.39%
Tangible Personal, Business	558,179,677	4.39%	434,294,250	3.95%	413,595,878	3.93%
Tangible Personal, Other	2,216,385	0.02%	2,278,571	0.02%	2,317,808	0.02%
Real Property Inventory	31,834,604	0.25%	27,019,742	0.25%	43,992,153	0.42%
Special Inventory	27,926,395	0.22%	21,708,275	0.20%	27,647,427	0.26%
Total Appraised Value Before Exemptions	\$ 12,727,149,044	100.00%	\$ 10,987,702,891	100.00%	\$ 10,528,604,709	100.00%
Less: Total Exemptions/Reductions	762,995,490		503,818,512		449,134,677	
Taxable Assessed Value	<u>\$ 11,964,153,554</u>		<u>\$ 10,483,884,379</u>		<u>\$ 10,079,470,032</u>	

Category	Taxable Appraised Value, Fiscal Year Ending September 30,			
	2020		2019	
	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	\$ 5,654,665,682	54.26%	\$ 5,420,353,263	54.67%
Real, Residential, Multi-Family	2,165,512,093	20.78%	2,014,388,746	20.32%
Real, Vacant Lots/Tracts	170,205,829	1.63%	181,379,036	1.83%
Real, Acreage (Land Only)	111,699,300	1.07%	107,486,185	1.08%
Real, Farm and Ranch Improvements	73,131,172	0.70%	92,572,477	0.93%
Real, Commercial/Industrial	1,722,395,856	16.53%	1,612,617,746	16.27%
Real, Oil, Gas & Other Mineral Reserves	7,641,206	0.07%	12,619,033	0.13%
Real and Tangible Personal, Utilities	41,354,350	0.40%	40,945,210	0.41%
Tangible Personal, Business	415,420,441	3.99%	389,192,346	3.93%
Tangible Personal, Other	2,384,330	0.02%	2,441,400	0.02%
Real Property Inventory	37,101,583	0.36%	23,400,278	0.24%
Special Inventory	19,926,390	0.19%	16,814,030	0.17%
Total Appraised Value Before Exemptions	\$ 10,421,438,232	100.00%	\$ 9,914,209,750	100.00%
Less: Total Exemptions/Reductions	442,006,875		427,135,373	
Taxable Assessed Value	<u>\$ 9,979,431,357</u>		<u>\$ 9,487,074,377</u>	

NOTE: Valuations shown are certified taxable assessed values reported by the Brazos Central Appraisal District to the State Comptroller of Public Accounts. Certified values are subject to change throughout the year as contested values are resolved and the Appraisal District updates records.

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TABLE 3 - VALUATION AND GENERAL OBLIGATION DEBT HISTORY

Fiscal Year Ended 9/30	Estimated Population ⁽¹⁾	Taxable Assessed Valuation ⁽²⁾	Taxable Assessed Valuation Per Capita	Net G.O. Tax Debt ⁽³⁾	Ratio of Net G.O. Tax Debt to Taxable Assessed Valuation	Net G.O. Tax Debt Per Capita
2019	121,150	\$ 9,487,074,377	\$ 78,308	\$ 197,690,000	2.08%	\$ 1,632
2020	122,949	9,979,431,357	81,167	183,525,000	1.84%	1,493
2021	124,710	10,079,470,032	80,823	194,901,488	1.93%	1,563
2022	124,866	10,483,884,379	83,961	220,478,586	2.10%	1,766
2023	126,056	11,964,153,544	83,961	218,520,275 ⁽⁴⁾	1.83% ⁽⁴⁾	1,734 ⁽⁴⁾

(1) Source: The City.

(2) As reported by the Brazos Central Appraisal District; subject to change during the ensuing year. Certified taxable assessed valuation for tax year 2022 as reported by the Brazos Central Appraisal District. This amount is subject to change during ensuing year.

(3) Payable from ad valorem taxes. Does not include self-supporting debt as shown on Table 8 and Table 10.

(4) Projected, includes the Obligations.

TABLE 4 - TAX RATE, LEVY AND COLLECTION HISTORY

Fiscal Year Ended 9/30	Tax Rate	General Fund	Interest and Sinking Fund	Tax Levy	% Current Collections	% Total Collections
2019	\$ 0.5058	\$ 0.2855	\$ 0.2203	\$ 46,985,167	99.22%	99.22%
2020	0.5346	0.3132	0.2214	52,020,670	98.78%	98.78%
2021	0.5346	0.3182	0.2164	52,501,620	99.27%	99.27%
2022	0.5346	0.3182	0.2164	54,446,371	98.87%	98.87%
2023	0.5246	0.3132	0.2114	60,563,307	90.59% ⁽¹⁾	90.32% ⁽¹⁾

(1) Collections as of March 15, 2023. A portion of the City's taxpayer base has elected to provide split payments to the City which will be due in part on June 30, 2023.

TABLE 5 - TEN LARGEST TAXPAYERS

Name of Taxpayer	Nature of Property	2023 Taxable Assessed Valuation	% of Total Taxable Assessed Valuation
Fujifilm Diosynth Biotechnologies Texas LLC	Technology	\$ 267,892,871	2.24%
Sterling-A&M High Rise LLC	Apartment Buildings	68,606,486	0.57%
The Standard at College Station LLC	Apartment Buildings	65,487,384	0.55%
CPP College Station I LLC	Real Estate	59,928,422	0.50%
Northpoint Crossing Residential I Owner LLC	Real Estate	58,470,000	0.49%
Northpoint Crossing Residential II Owner LLC	Real Estate	57,960,000	0.48%
Israel Weinberg	Commercial	53,573,519	0.45%
SW Meadows Point LP	Apartment Buildings	51,924,350	0.43%
Culpepper Family LP	Real Estate	51,180,666	0.43%
SHP-The Callaway House LP	Apartment Buildings	46,956,270	0.39%
		<u>\$ 781,979,968</u>	<u>6.54%</u>

GENERAL OBLIGATION DEBT LIMITATION . . . No general obligation debt limitation is imposed on the City under current State law or the City's Home Rule Charter (see "THE OBLIGATIONS - Tax Rate Limitation").

TABLE 6 - TAX ADEQUACY

Net Maximum Tax Supported Principal and Interest Requirements (2023).....	\$ 26,064,570 ⁽¹⁾
\$0.22006 Tax Rate at 99% Collection Produces	\$ 26,065,033
Net Average Tax Supported Principal and Interest Requirements (2023-2043).....	\$ 14,886,710 ⁽¹⁾
\$0.12569 Tax Rate at 99% Collection Produces	\$ 14,887,367

(1) Includes the Obligations and excludes self-supporting debt. Preliminary, subject to change.

TABLE 7 - ESTIMATED OVERLAPPING DEBT

Expenditures of the various taxing entities within the territory of the City are paid out of ad valorem taxes levied by such entities on properties within the City. Such entities are independent of the City and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax debt ("Tax Debt") was developed by the City from information obtained from the Brazos Central Appraisal District. Except for the amounts relating to the City, the City has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional debt since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional debt, the amount of which cannot be determined. The following table reflects the estimated share of overlapping Tax Debt of the City.

	2022/23 Taxable Assessed Value	2022 Tax Rate	Total Net Tax Debt as of 4/1/2023	Estimated % Applicable	City's Overlapping Tax Debt as of 4/1/2023
City of College Station	\$ 11,964,153,554 ⁽¹⁾	0.5246	\$ 177,441,427 ⁽²⁾	100.00%	\$ 177,441,427
Rock Prairie Management District #2	73,294,914	0.5000	4,935,000	100.00%	4,935,000
Brazos County	25,202,607,443	0.4294	67,255,000	48.13%	32,369,832
Bryan ISD	11,683,215,026	1.1396	248,675,000	3.51%	8,728,493
College Station ISD	12,975,306,902	1.1781	343,110,000	87.85%	301,422,135
Total Direct and Overlapping Funded Tax Debt					\$ 524,896,886
Ratio of Direct and Overlapping Funded Tax Debt to Taxable Assessed Valuation					4.387%
Per Capita Overlapping Funded Tax Debt					\$ 4,164

Source: Municipal Advisory Council of Texas.

- (1) Certified taxable assessed valuation for tax year 2022 as reported by the Brazos Central Appraisal. This amount is subject to change during ensuing year.
- (2) Projected, includes the Obligations and excludes self-supporting debt.

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DEBT INFORMATION

TABLE 8 - PRO-FORMA AD VALOREM TAX DEBT SERVICE REQUIREMENTS*

Year	Outstanding Debt Service			The Bonds ⁽¹⁾			The Certificates ⁽²⁾			Less:	Total Net	% of
End										Self-Supporting	Tax Supported	Principal
9/30	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Debt Service ⁽³⁾	Debt Service	Retired
2023	\$ 31,865,000	\$ 16,994,940	\$ 48,859,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,795,369	\$ 26,064,570	
2024	30,670,000	15,491,874	46,161,874	225,000	374,820	599,820	665,000	1,613,981	2,278,981	23,941,810	25,098,865	
2025	30,160,000	14,038,606	44,198,606	295,000	302,125	597,125	965,000	1,317,375	2,282,375	23,420,845	23,657,261	
2026	30,350,000	12,575,411	42,925,411	305,000	287,125	592,125	1,015,000	1,267,875	2,282,875	22,798,658	23,001,753	
2027	27,790,000	11,248,459	39,038,459	320,000	271,500	591,500	1,065,000	1,215,875	2,280,875	20,787,983	21,122,852	33.41%
2028	26,645,000	10,102,544	36,747,544	340,000	255,000	595,000	1,120,000	1,161,250	2,281,250	19,495,667	20,128,127	
2029	24,930,000	9,042,185	33,972,185	355,000	237,625	592,625	1,175,000	1,103,875	2,278,875	18,412,316	18,431,369	
2030	23,680,000	8,037,719	31,717,719	375,000	219,375	594,375	1,235,000	1,043,625	2,278,625	16,712,577	17,878,142	
2031	23,140,000	7,057,530	30,197,530	240,000	204,000	444,000	1,140,000	984,250	2,124,250	16,506,213	16,259,567	
2032	23,550,000	6,108,438	29,658,438	250,000	191,750	441,750	1,190,000	926,000	2,116,000	15,976,345	16,239,842	61.17%
2033	23,285,000	5,179,530	28,464,530	265,000	178,875	443,875	1,255,000	864,875	2,119,875	14,923,849	16,104,431	
2034	22,845,000	4,291,439	27,136,439	270,000	165,500	435,500	1,315,000	800,625	2,115,625	14,177,945	15,509,619	
2035	20,510,000	3,539,315	24,049,315	285,000	151,625	436,625	1,385,000	733,125	2,118,125	12,344,956	14,259,109	
2036	21,190,000	2,871,715	24,061,715	300,000	137,000	437,000	1,455,000	662,125	2,117,125	12,353,706	14,262,134	
2037	19,880,000	2,205,498	22,085,498	315,000	121,625	436,625	1,535,000	587,375	2,122,375	11,934,618	12,709,880	86.09%
2038	15,530,000	1,616,959	17,146,959	330,000	105,500	435,500	1,605,000	508,875	2,113,875	11,045,296	8,651,038	
2039	13,585,000	1,126,775	14,711,775	350,000	88,500	438,500	1,690,000	426,500	2,116,500	9,680,113	7,586,663	
2040	9,175,000	735,363	9,910,363	370,000	70,500	440,500	1,780,000	339,750	2,119,750	7,195,069	5,275,544	
2041	8,205,000	413,038	8,618,038	390,000	51,500	441,500	1,870,000	248,500	2,118,500	5,924,400	5,253,638	
2042	5,085,000	127,125	5,212,125	405,000	31,625	436,625	1,970,000	152,500	2,122,500	3,726,125	4,045,125	99.46%
2043	-	-	-	430,000	10,750	440,750	2,065,000	51,625	2,116,625	1,476,000	1,081,375	100.00%
	<u>\$ 432,070,000</u>	<u>\$ 132,804,459</u>	<u>\$ 564,874,459</u>	<u>\$ 6,415,000</u>	<u>\$ 3,456,320</u>	<u>\$ 9,871,320</u>	<u>\$ 27,495,000</u>	<u>\$ 16,009,981</u>	<u>\$ 43,504,981</u>	<u>\$ 305,629,858</u>	<u>\$ 312,620,902</u>	

(1) Average life of the Bonds – 10.776 years. Interest calculated at an average rate for purposes of illustration. Preliminary, subject to change.

(2) Average life of the Certificates – 11.646 years. Interest calculated at an average rate for purposes of illustration. Preliminary, subject to change.

(3) In the past, the City has sold certificates of obligation to finance projects for the City's water and sewer system, and electric system and has internally allocated portions of this debt as payable from the respective enterprise funds. The self-supporting amounts listed above are projections of debt that is expected to be retired by the City based on actual historical payments from these funds to pay for debt service the outstanding certificates of obligation. There is no guarantee that payments from these funds will continue in the future. Includes a portion of the Certificates. See "Table 10 – Self Supporting Debt" and the accompanying footnotes. Preliminary, subject to change.

TABLE 9 - INTEREST AND SINKING FUND BUDGET PROJECTION

Total Net Tax Supported Debt Service Requirements, Fiscal Year Ending September 30, 2023 ⁽¹⁾		\$ 26,064,570
Interest and Sinking Fund, September 30, 2022	\$ 7,538,407	
Budgeted Interest and Sinking Fund Tax Levy	22,033,833	
Budgeted Investment Earnings	50,000	
Budgeted Transfers	468,073	30,090,313
Estimated Balance, September 30, 2023		\$ 4,025,743

(1) Excludes self-supporting debt. Includes the Obligations. Preliminary, subject to change.

TABLE 10 – SELF-SUPPORTING DEBT⁽¹⁾

Year End 9/30	Electric Fund	Wastewater Fund	Water Fund	Landfill	Total Self-Supporting Debt Service
2023	\$ 7,902,134	\$ 7,711,082	\$ 6,860,604	\$ 321,550	\$ 22,795,369
2024	8,314,988	7,835,407	7,462,366	329,050	23,941,810
2025	8,014,255	7,578,680	7,497,234	330,675	23,420,845
2026	7,754,559	7,570,884	7,141,664	331,550	22,798,658
2027	6,545,204	7,354,776	6,556,327	331,675	20,787,983
2028	6,391,869	6,989,843	5,789,555	324,400	19,495,667
2029	5,933,143	6,830,269	5,319,029	329,875	18,412,316
2030	5,068,875	6,836,505	4,807,197	-	16,712,577
2031	4,894,706	6,825,385	4,786,122	-	16,506,213
2032	4,571,596	6,829,323	4,575,426	-	15,976,345
2033	4,073,474	6,459,263	4,391,113	-	14,923,849
2034	3,476,674	6,306,134	4,395,138	-	14,177,945
2035	2,875,221	5,523,774	3,945,961	-	12,344,956
2036	2,873,954	5,529,638	3,950,115	-	12,353,706
2037	2,878,886	5,529,734	3,525,997	-	11,934,618
2038	2,869,441	5,198,803	2,977,052	-	11,045,296
2039	2,438,703	4,509,372	2,732,038	-	9,680,113
2040	2,437,297	2,877,016	1,880,756	-	7,195,069
2041	2,441,619	1,781,944	1,700,838	-	5,924,400
2042	1,477,375	1,078,125	1,170,625	-	3,726,125
2043	763,625	143,500	568,875	-	1,476,000
	<u>\$ 93,997,598</u>	<u>\$ 117,299,455</u>	<u>\$ 92,034,030</u>	<u>\$ 2,298,775</u>	<u>\$ 305,629,858</u>

(1) The debt service described in this table is general obligation debt for which repayment is provided from revenues from other sources. It is the City's current policy to provide these payments from such sources. There is no assurance that the use of these sources to make these payments will continue in the future. If payments are not made from such sources in the future, the difference will be paid for with ad valorem taxes. Includes a portion of the Obligations. Preliminary, subject to change.

TABLE 11 - AUTHORIZED BUT UNISSUED TAX BONDS

Date of Authorization	Purpose	Amount Authorized	Issued To Date	The Bonds	Unissued
11/4/2003	Municipal Complex Improvements	\$ 7,610,000	\$ 3,955,000	\$ -	\$ 3,655,000
11/4/2003	Park Improvements	12,790,000	12,145,000	-	645,000
11/8/2022	Public Safety, Transportation, Park	56,100,000	-	6,900,000	56,100,000
		<u>\$ 76,500,000</u>	<u>\$ 16,100,000</u>	<u>\$ 6,900,000</u>	<u>\$ 53,500,000</u>

ANTICIPATED ISSUANCE OF GENERAL OBLIGATION DEBT

The City has no firm plans for the issuance of additional general obligation debt payable from ad valorem taxes within the next twelve months.

OTHER OBLIGATIONS

The City has obtained office space, machinery and equipment through long-term operating leases. The terms and conditions for these leases varies. The leases are fixed, periodic payments over the lease terms of the individual contracts, which ranges from 1-12 years. At September 30, 2022, the City leases consisted of the following:

Year Ended September 30,	Principal	Interest	Total
2022	\$ 167,757	\$ 4,122	\$171,879
2023	99,727	2,547	102,274
2024	22,752	1,574	24,326
2025	23,270	1,057	24,327
2026	23,799	529	24,328
2027-2031	10,552	62	10,614
	<u>\$ 347,857</u>	<u>\$ 9,891</u>	<u>\$357,748</u>

PENSION FUND

Plan Description

The City accounts for pension cost under GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The City of College Station participates as one of over 900 plans in the multi-employer, nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report that can be obtained at www.tmr.com. All eligible employees of the city are required to participate in TMRS.

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits, with interest, were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven actuarially equivalent payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

Plan provisions for the City were as follows:

Employee deposit rate	7.00%
Matching ratio (City to Employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years at any age; 5 years at age 60 and above
Updated service credit	75% repeating transfers
Annuity increase (to retirees)	50% of CPI repeating

Employees covered by benefit terms at the December 31, 2021 valuation and measurement date are as follows:

Inactive employees or beneficiaries currently receiving benefits	555
Inactive employees entitled to but not yet receiving benefits	663
Active employees	915
Total	<u>2,133</u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 13.30% and 13.14% in calendar years 2022 and 2021, respectively. The City's contributions to TMRS for fiscal year 2022 were \$10,371,851 which exceeded the required contributions of \$8,956,004.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2021, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75%
Investment rate of return	6.75%, net of pension plan investment expense including inflation

Salary increases were based on service-related tables. Mortality rates for active members, retirees, and beneficiaries were based on fully generational basis with scale UMP. PUB(10) Mortality Table with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Actuarial assumptions used in the December 31, 2021 valuation were based on the results of actuarial experience studies of TMRS over the four year period from December 31, 2014 to December 31, 2018. Assumptions are reviewed annually.

The long-term expected rate of return on pension plan investments is 6.75%. The pension plan's policy with regard to the allocation of invested assets is established and may be amended by the TMRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Global Equity	35.00%	7.55%
Core Fixed Income	6.00%	2.00%
Non-Core Fixed Income	20.00%	5.68%
Real Return	12.00%	7.22%
Real Estate	12.00%	6.85%
Hedge Funds	5.00%	5.35%
Private Equity	10.00%	10.00%
Total	100.00%	

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Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee contributions will remain at the current 7.0% and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	Total Pension Liability (a)	Increase (Decrease) Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2020	\$ 333,159,432	\$ 306,679,489	\$ 26,479,943
Changes for the year:			
Service Cost	9,623,885	-	9,623,885
Interest (on the Total Pension Liability)	22,333,149	-	22,333,149
Differences between expected and actual experience	304,722	-	304,722
Changes of assumptions	-	-	-
Contributions - employer	-	9,759,755	(9,759,755)
Contributions - employee	-	4,326,731	(4,326,731)
Net investment income (loss)	-	39,981,519	(39,981,519)
Benefit payments, including refunds of employee contributions;	(14,219,819)	(14,219,819)	-
Administrative expenses	-	(184,986)	184,986
Other changes	-	1,266	(1,266)
Net changes	18,041,937	39,664,466	(21,622,529)
Ending Balance at 12/31/2021	\$ 351,201,369	\$ 346,343,955	\$ 4,857,414

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	\$ 56,643,717	\$ 4,857,415	\$ (37,361,055)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmr.com.

Pension Expense

For the year ended September 30, 2022, the City recognized pension expense of \$412,985.

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Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

At September 30, 2022, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 237,897	\$ 675,974
Changes in assumptions	325,018	-
Difference between projected and actual earnings	-	20,521,473
Contributions subsequent to the measurement date	7,973,129	-
Total	<u>\$ 8,536,044</u>	<u>\$ 21,197,447</u>

\$7,973,129 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2022 and recognized in the City's financial statements as of September 30, 2023.

Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense in the following years indicated below:

Fiscal Year Ended Sept. 30:	Net deferred outflows (inflows) of resources
2022	\$ (3,722,182)
2023	(8,686,493)
2024	(4,407,149)
2025	(3,818,708)
	<u>\$ (20,634,532)</u>

OTHER POST-EMPLOYMENT BENEFITS

Plan Description

Plan administration: As required by state laws, in addition to the pension benefits described above, the City makes available certain postretirement benefits to employees who meet TMRS retirement qualifications, retire from City employment, and enroll in the plan before the effective date of their retirement. The City's OPEB Plan is a single employer defined benefit plan, defined by City policy. The OPEB Plan does not issue a separate report that includes financial statements and required supplementary information for the OPEB Plan.

Plan membership. At September 30, 2022 membership consisted of the following:

	Medical and/or Dental Benefits	Life Insurance Benefits
Retirees and Retiree Spouses	55	173
Active Employees	893	893
	<u>948</u>	<u>1,066</u>

Benefits provided: The City's defined benefit Other Post-Employment Benefits (OPEB) Plan offers medical, dental, vision, drug, and life insurance benefits to retired employees and their eligible dependents. The OPEB Plan is a single employer defined benefit OPEB plan administered by the City. The benefit levels offered to retired employees and eligible dependents are the same as those afforded to active employees as the City's group health insurance plan covers both active and retired members. All medical, dental, vision and drug care benefits are provided through the City's self-insured health plan. As long as monthly premium payments are made, the healthcare plan provides coverage until age 65 for retired employees and eligible dependents enrolled in the City's OPEB Plan. The life insurance offered through the OPEB Plan provides a \$10,000, fully insured death benefit coverage upon retirement, which ceases upon attainment of age 65. The Life insurance benefit for eligible retirees is paid entirely by the City.

Contributions: Benefit provisions, as well as retiree premium contributions, are established by City management. The City determines the employer and participant contribution rates annually, based on recommendations of City staff and the City's benefit consultant. For the year ended September 30, 2022, the City's average contribution rate was 2.0% of covered-employee payroll. The City's contributions to the plan for fiscal year 2022 was \$1,344,892 which meets the actuarially determined contribution of \$267,766.

Investments

Investment policy: The goal of the Plan's investment program is to generate adequate long-term returns that, when combined with contributions, will result in sufficient assets to pay the present and future obligations of the Plan. The Plan has a Balanced Risk Tolerance with a Strategic Asset Allocation of the following:

Asset Class	Target Allocation	Allocation Range
Cash	5.0%	0-20%
Fixed Income	35.0%	30%-50%
Equity	60.0%	50%-70%
Total	100.0%	

Concentrations: Assets of the OPEB plan are held in Trust by PARS which is fully discussed in Note 21 in the City's financial statements.

Rate of return: For the year ended December 31, 2021, the annual money-weighted rate of return on investments, net of investment expense, was 11.60%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Receivables

The OPEB plan has no receivables from long-term contracts with the City for contributions at September 30, 2022.

Allocated Insurance Contracts

The OPEB plan has no allocated insurance contracts excluded from OPEB plan assets at September 30, 2022.

Reserves

The OPEB plan has no reserves recorded at September 30, 2022.

Net OPEB Liability

The components of the net OPEB liability of the City at September 30, 2022 based on the December 31, 2021 measurement and actuarial valuation date, were as follows:

Total OPEB liability - ending	\$ 6,318,674
Plan fiduciary net position - ending	(6,521,781)
Net OPEB liability - ending	<u>\$ (203,107)</u>
Plan fiduciary net position as a percentage of total OPEB liability	103.21%

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Changes in the Net OPEB Liability (Asset)

For the year ended September 30, 2022, the City recognized change of \$2,233,198 in its net OPEB liability (asset). Components of the change in net OPEB liability (asset) are as follows:

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balances as of December 31, 2020	\$ 6,626,605	\$ 4,596,514	\$ 2,030,091
Changes for the year:			
Service cost	214,329	-	214,329
Interest	445,496	-	445,496
Differences between expected and actual experience	183,681	-	183,681
Changes of assumptions of other inputs	(198,051)	-	(198,051)
Contributions-employer	-	2,273,809	(2,273,809)
Net investment income	-	604,844	(604,844)
Benefit payments	(953,386)	(953,386)	-
Net changes	(307,931)	1,925,267	(2,233,198)
Balances as of December 31, 2021	<u>\$ 6,318,674</u>	<u>\$ 6,521,781</u>	<u>\$ (203,107)</u>

Actuarial assumptions. The total OPEB liability for the year ended September 30, 2022 as measured as of December 31, 2021 was determined by an actuarial valuation as of that date using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.0%
Salary increases	4% to 12%
Discount rate	7.00%
Healthcare cost trend rates	8.00% in FY23 decreasing 0.50% per year to an ultimate rate of 4.75% for FY30 and later years

Mortality rates were based on the Pub-2010 Public Safety Employee mortality table for males and Pub-2010 General Employee mortality table for females and Ultimate MP Projection scale projected generationally from the year 2021. The actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018. Retirees and Retiree Spouses, the 2019 Municipal Retirees of Texas mortality tables with Ultimate MP Projection Scale projected generationally from the year 2019. Disabled Retirees, the 2019 Municipal Retirees of Texas mortality tables with a 3-year set forward for females and a 4-year set forward for males, minimum mortality rates at all ages of 3% for females and 3.5% for males, and ultimate MP projection Scale projected generationally from the year 2019.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation are summarized in the following table:

Asset Class	Target Allocation	Expected Real Rate of Return	Weighted Average
Cash	5.00%	0.75%	0.04%
Fixed Income	35.00%	3.56%	1.25%
Equity	60.00%	5.75%	3.45%
Total	100.00%	N/A	4.74%

Discount rate. The discount rate used to measure the total OPEB liability was 7.0 percent. The discount rate used to determine the total OPEB Liability as of the beginning of the measurement year prior to the establishment of the OPEB trust was 3.78%. The weighted average of the Expected Real Rate of Return is added to the Expected Long-Term Inflation assumption and reduced by expected investment expenses (4.74% + 3.00% - 0.75% = 6.99%). This result is then rounded to the nearest 25 basis points to obtain the Expected Long-Term Rate of Return of 7.00%.

The projected cash flows into the plan are equal to projected benefit payments out of the plan plus prefunding contributions that have been approved by the City Council. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates.

The assumed rate of general inflation has been updated since the valuation used for the September 30, 2021 liability to reflect the actuary's best expectation of future plan experience. The long-term expected rate of return for the plan is 7.0 percent. The plan operates on a pay as you go basis and accumulates assets in trust in addition to the pay as you go amount.

Based on the discount rate assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Sensitivity of the net OPEB liability (asset) to changes in the discount rate. The following presents the net OPEB liability (asset) of the City, as well as what the City's net OPEB liability (asset) would be if it were calculated using a discount rate that is 1-percentage point lower (6.00%) or 1-percentage-point higher (8.00%) than the current discount rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net OPEB liability	\$ 290,988	\$ (203,107)	\$ (650,475)

Sensitivity of the net OPEB liability (asset) to changes in the healthcare cost trend rates. The following presents the net OPEB liability (asset) of the City, as well as what the City's net OPEB liability (asset) would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (7.00% decreasing to 3.75%) or 1-percentage-point higher (9.00% decreasing to 5.75%) than the current healthcare cost trend rates:

	1% Decrease (7.00% decreasing to 3.75%)	Current Healthcare Cost Trend Rates (8.00% decreasing to 4.75%)	1% Increase (9.00% decreasing to 5.75%)
Net OPEB liability	\$ (743,812)	\$ (203,107)	\$ 427,865

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended September 30, 2022, the City recognized OPEB expense/(income) of (\$415,817). At September 30, 2022, the City reported changes to deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 428,643	\$ 546,850
Changes of assumptions	940,452	2,247,636
Difference between projected and actual earning on OPEB plan investments	-	434,090
Contributions subsequent to the measurement date	1,168,437	-
Total	<u>\$ 2,537,532</u>	<u>\$ 3,228,576</u>

\$1,168,437 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net OPEB liability (or an increase of the net OPEB asset) for the measurement year ending December 31, 2022 and recognized in the City's financial statements as of September 30, 2023. Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended Sept. 30:	Deferred inflows of resources
2023	\$ (730,382)
2024	(788,270)
2025	(337,348)
2026	(139,675)
2027	138,210
Thereafter	(2,016)
	<u>\$ (1,859,481)</u>

OPEB Trust

On September 11, 2017, the City Council approved a resolution adopting the Public Agencies Retirement Services (PARS) Post-Retirement Health Care Plan Trust and on September 25, 2017, the City Council passed resolution 2017-0564 appropriating the funds. Effective September 27, 2017, the City entered into a section 115 Irrevocable Exclusive Benefit agent multiple-employer trust to fund its Other Postemployment Benefits Obligation. Trust and Investment Management Services are provided by Public Agency Retirement Services (PARS) and is administered by the City. The investment manager that executes investment transactions is Highmark Capital Management, Inc. and the custodian of the trust's funds is US Bank.

With the establishment of the trust, the City can pre-fund (make annual payments in advance of the obligation) and allocate funds for the express purpose of funding future OPEB costs. The investment returns can be used to reduce the actuarial contributions and can result in lower long-term costs of the plan. As of September 30, 2022 the trust's balance was \$6,521,780.

FINANCIAL INFORMATION

TABLE 12 - GENERAL FUND REVENUES AND EXPENDITURE HISTORY

	Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Revenues:					
Taxes	\$ 73,904,402	\$ 68,484,636	\$ 62,576,440	\$ 59,745,768	\$ 56,329,528
Licenses & Permits	2,862,819	2,617,660	1,978,515	1,633,241	1,772,959
Intergovernmental	1,202,336	6,138,879	1,117,729	585,506	910,169
Charges for Services	5,067,985	4,850,627	3,654,911	3,753,297	3,940,837
Fines, Forfeits and Penalties	2,414,408	2,421,960	2,955,723	3,544,994	3,211,536
Investment Income	507,575	78,929	264,215	757,250	449,880
Rents & Royalties	627,582	579,416	100,409	184,543	219,538
Contributions	1,532	9,992	251	17,905	7,361
Other	537,675	427,898	1,808,677	957,825	642,547
Total Revenues	\$ 87,126,314	\$ 85,609,997	\$ 74,456,870	\$ 71,180,329	\$ 67,484,355
Expenditures:					
General Government	\$ 7,885,143	\$ 9,784,872	\$ 7,629,456	\$ 8,481,683	\$ 6,165,016
Fiscal Services	5,007,950	4,535,506	4,424,965	3,993,584	3,954,488
Police Department*	10,627,727	23,841,799	23,798,584	24,299,928	22,631,648
Fire Department	22,850,999	20,238,097	19,957,114	19,888,536	19,624,919
Planning & Development Services	4,573,374	3,906,537	4,112,986	4,180,089	3,740,969
Parks and Recreation	9,419,475	7,775,598	7,569,136	9,350,892	9,129,079
Information Technology	6,530,030	5,634,704	5,463,764	4,591,351	4,488,885
Public Works	8,396,348	7,257,706	8,512,549	9,348,645	9,575,300
Library Services	1,302,332	1,205,559	1,207,017	1,186,313	1,118,522
Contributions	1,652,220	1,568,126	1,623,437	1,467,695	1,380,580
Other	-	-	-	-	-
Capital Improvement Projects	3,451,129	1,932,363	1,557,074	289,042	319,406
Total Expenditures	\$ 81,696,727	\$ 87,680,867	\$ 85,856,082	\$ 87,077,758	\$ 82,128,812
Other Financing Sources (Uses):					
Sale of General Fixed Assets	\$ 2,471,525	\$ -	\$ -	\$ -	\$ -
Operating Transfers In	29,433,354	23,628,416	22,015,275	19,427,607	19,245,943
Operating Transfers Out	(9,181,253)	(7,462,207)	(3,234,568)	(1,960,180)	(3,031,702)
Total Other Financing Sources (Uses)	\$ 22,723,626	\$ 16,166,209	\$ 18,780,707	\$ 17,467,427	\$ 16,214,241
Net Change in Fund Balance	\$ 28,153,213	\$ 14,095,339	\$ 7,381,495	\$ 1,569,998	\$ 1,569,784
Fund Balance, Beginning of Year	48,320,092	35,742,062	28,360,567	26,790,569	22,514,523
Prior Period Adjustment	-	(1,517,309)	-	-	2,706,262
Fund Balance, End of Year	\$ 76,473,305	\$ 48,320,092	\$ 35,742,062	\$ 28,360,567	\$ 26,790,569

* Note: FYE 2022 Reduction due to ARPA Funding for government services.

TABLE 13 - MUNICIPAL SALES TAX HISTORY

The City has adopted the Municipal Sales and Use Tax Act, Texas, Tax Code, Chapter 321, which grants the City the power to impose and levy a 1% Local Sales and Use Tax within the City; the proceeds are credited to the General Fund and are not pledged to the payment of the Obligations. Collections and enforcements are effected through the offices of the Comptroller of Public Accounts, State of Texas, who remits the proceeds of the tax, after deduction of a 2% service fee, to the City monthly. In May 1990, the voters of the City approved the imposition of an additional sales and use tax of one-half of one percent ($\frac{1}{2}$ of 1%) for property tax reduction. The total sales tax rate for the City is 1.5%.

Fiscal Year Ended 9/30	Total Collected ⁽¹⁾	% of Ad Valorem Tax Levy	Equivalent of Ad Valorem Tax Rate	Per Capita ⁽²⁾
2019	\$ 29,955,649	63.76%	\$ 0.32	\$ 247
2020	29,478,931	56.67%	0.30	240
2021	34,003,428	64.77%	0.35	273
2022	38,235,078	70.23%	0.38	306
2023	17,669,353 ⁽³⁾	29.18%	0.15	140

(1) Provided by the City.

(2) Based on population estimates provided by the City.

(3) Collections as of February 28, 2023.

The sales tax breakdown for the City is as follows:

Brazos County Sales & Use Tax	1/2 %
Property Tax Reduction	1/2 %
City Sales & Use Tax	1 %
State Sales & Use Tax	6 1/4 %
Total	8 1/4 %

FINANCIAL POLICIES

Basis of Accounting . . . The accounts of the City are organized and operated on the basis of funds and account groups. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. Account groups are a reporting device to account for certain assets and liabilities of the governmental funds not recorded directly in those funds. Government funds are used to account for the City's general government activities. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting.

General Fund . . . The General Fund is the City's primary operating fund. It is used to account for all activities typically considered governmental functions of the City. These include Public Safety, Public Works, Parks and Recreation, Economic and Planning and Development Services, the support functions for these areas, and the administrative functions for the City.

The General Fund for the 2022-2023 fiscal year is influenced by current policies and any approved policy changes. The policies include inter-fund equity; maintaining a balance between revenues and expenditures; and maintaining the level of service currently provided as the City experiences residential and commercial growth.

The City's financial policies are for a General Fund balance of 18% of budgeted appropriations at year end. To the extent that the General Fund balance exceeds this amount, this surplus is to be expended in future years for one time expenditures such as capital items and short term projects.

Debt Service Fund . . . The Debt Service Fund accounts for the servicing of general long-term debt not being financed by proprietary or nonexpendable trust funds. It is the City's policy to maintain at least 8 1/3% of annual appropriated expenditures for debt service and any associated fees as the Debt Service Fund balance at fiscal yearend. The City is in compliance with that policy.

Budgetary Procedures . . . Prior to September 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. All budget requests are compiled by the Finance Department and presented with comparative and supporting data to the Mayor and City Council for review. Public hearings are properly advertised and conducted at City Hall for taxpayer comments. Prior to September 27, the budget is legally enacted through passage of an ordinance. The City Council must approve all transfers of budgeted amounts between departments within any fund and any revision that alters the total expenditure of any fund. An amount is also budgeted each year for contingencies which may arise.

THE COMBINED UTILITY SYSTEM

WATERWORKS SYSTEM

Since December 1981, the City has had the capability to produce and deliver 100% of its water. The system has been expanded to include ten wells, with a firm capacity of 34 million gallons per day. The water is delivered to the distribution system by 19 miles of large diameter parallel pipelines and two pumping stations.

Two of the wells mentioned above are shallow wells, less than 1,500 feet deep, drilled into the Carrizo and Sparta aquifers. The remaining eight are deep wells, approximately 3,000 feet, drilled in the Simsboro Sand formation of the Carrizo-Wilcox aquifer. This is a very prolific aquifer of high quality water that has the capacity to provide an adequate water supply for the City and surrounding communities through the year 2060, and well beyond, if managed properly.

The Simsboro Sand, and all local aquifers, are regulated by the Brazos Valley Groundwater Conservation District, and permitting requirements have been implemented for all new water wells. College Station has recently completed the construction of another Simsboro well, Well #9 that will meet the City's demands for water for many years into the future. Well #10 remains in the planning stages, and would be constructed in future years, depending upon the rate of growth of water demands. College Station is also investigating other water supply strategies for the future.

The City has completed a Water Reclamation project, which pumps effluent from the wastewater treatment plant to Veteran's Park for irrigation of playing fields, reducing the demand on the potable water system by approximately 350,000 gallons per day during the watering season.

The City also has stand by generators at strategic locations sufficient to provide adequate potable water for health and safety during an extended area-wide electrical power outage.

Water rates are established by ordinance, passed and approved by the City Council. The following rates became effective October 1, 2019. The Residential rates are inclined block rates to encourage water conservation.

Type of Customer	Usage Charge (per 1,000 gallons)	Service Charge	Meter Size
Residential, Commercial and Industrial		12.40 per mo.	3/4"
		15.60 per mo.	1"
		23.20 per mo.	1 1/2"
		36.65 per mo.	2"
		115.60 per mo.	3"
		171.75 per mo.	4"
		209.10 per mo.	6"
		209.10 per mo.	8"
Residential	\$2.75 for usage from 0-10,000 gallons		
	\$3.60 for usage from 11,000-15,000 gallons		
	\$4.40 for usage from 16,000-20,000 gallons		
	\$5.20 for usage from 21,000-25,000 gallons		
	\$6.05 for usage from 26,000 gallons and more		
Commercial	\$3.05 per 1,000 gallons		
Commercial Irrigation Usage Charge	\$3.25 per 1,000 gallons		
Commercial Irrigation Multifamily 3+ units	Rates as above with an added 50% surcharge		
MUD #1 Residential and Commercial			

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WASTEWATER SYSTEM

The City's wastewater is treated by three City-owned wastewater treatment plants, Carter Creek Treatment Plant, Lick Creek Treatment Plant, and Carter Lake Treatment Plant located within the City limits. The three plants have a combined treatment capacity of 11.5 mgd. An expansion of the Lick Creek Treatment plant is currently underway and will increase the city's combined treatment capacity to 14.5 mgd.

Sewer rates were established by ordinance, passed and approved by the City Council, and became effective on October 1, 2018

Residential (metered water)	\$21.29 including 4,000 gallons of metered water
Usage Charge	\$4.26 per 1,000 gallons of additional metered water
	\$46.87 maximum per month
Residential (without meter to each unit).....	\$27.09 per unit per month
Commercial and Industrial	\$18.27 per month
Usage Charge	\$5.07 per 1,000 gallons of metered water usage

There are 3,363 customers (units) who receive their water from other water providers, but sewer is provided by the City of College Station. Those customers pay an initial usage charge of \$46.87 per month. After six months of documented water usage, rates can be adjusted downward on a tiered scale.

ELECTRIC SUPPLY SOURCE

The City has multiple Power Purchase Agreements (PPAs) in order to meet its load requirements. The PPAs are currently with AEP Energy Partners (AEPEP) and Garland Power and Light (GP&L). With AEPEP, the City has a fixed block, around the clock (ATC) PPA that expires in 2027. The City also has a PPA with AEPEP for wind power that expires in 2028. The City has a load following PPA with GP&L that expires in 2027. While the PPAs with AEPEP are considered base load power, the load following PPA with GP&L covers the load above the base power provided by AEPEP's PPAs. GP&L is also the City's Qualified Scheduling Entity (QSE). GP&L's QSE schedules and settles all the contract resources owned by the City.

Other wholesale/power supply costs include Congestion costs, Ancillary Services and Transmission Cost of Service (TCOS). Since the City owns transmission assets, it not only pays but also receives TCOS payments based on TCOS rates approved by the Public Utility Commission of Texas.

The City owns 20 miles of 138kV transmission lines, eight substations, and 510 miles of distribution lines. ERCOT serves as the RTO/ISO for the area.

The current electric rates were established by ordinance passed and approved by the City Council and became effective on January 26, 2023. The electric rates are subject to a transmission delivery adjustment (TDA) charge which requires that the net energy charge per kilowatt hour must be increased or decreased by an amount per kilowatt hour equal to additional transmission charges above those accounted for in the wholesale rate. The TDA is currently set at \$0.0166 per kilowatt hour of energy consumed.

In January 2009, College Station Utilities began offering residential electric customers renewable wind energy. In February 2010, the renewable wind energy program was expanded to include commercial customers. Wind energy is generated from the South Trent Mesa Wind Project located west of Abilene, Texas.

Single Family Residential.....	Service Charge.....	\$7.00 per month
	plus:	
	kWh.....	\$0.1187 per kWh
	Tax.....	1.50%
	Transmission Delivery Adjustment (TDA).....	\$0.0166 per kWh
Master Metered Multiple Dwelling Units.	Service Charge.....	\$100.00 per month per master meter
	plus:	
	kWh.....	\$0.1187 per kWh
	Tax.....	1.50%
	TDA.....	\$0.0166 per kWh
Small Commercial (1-10 KW demand).. <td>Service Charge.....</td> <td>\$9.00 per month</td>	Service Charge.....	\$9.00 per month
	plus:	
	First 1,000 kWh.....	\$0.1379 per kWh
	Over 1,000 kWh.....	\$0.1032 per kWh
	Tax.....	8.25%
	TDA.....	\$0.0166 per kWh

Medium Commercial (15-300 KW).....	Service Charge.....	\$25.00 per month
	plus:	
	Demand Charge (Per KW).....	\$11.44 per KW
	Energy Charge All kWh.....	\$0.0703 per KW
	Minimum Monthly Charge.....	\$199.10
	Tax.....	8.25%
	TDA.....	\$0.0166 per kWh
Large Commercial (300 – 1,500 KW).....	Service Charge.....	\$75.00 per month
	plus:	
	Demand Charge (Per KW).....	\$11.44 per KW
	Energy Charge All kWh.....	\$0.0674 per KW
	Minimum Monthly Charge.....	\$3,514.50
	Tax.....	8.25%
	TDA.....	\$0.0166 per kWh
Industrial (1,500 KW and over).....	Service Charge.....	\$250.00 per month
	plus:	
	Demand Charge (Per KW).....	\$10.84
	Energy Charge (first 500,000 kWh).....	\$0.0651 per KW
	Minimum Monthly	\$16,538.34
	Tax.....	8.25%
	TDA.....	\$0.0166 per kWh

WIND WATT RATES

Wind rates were established by Ordinance #2012-3397 on February 23, 2012, passed and approved by the City Council, and became effective on March 1, 2012.

Participation Level: Residential & Commercial adder:

10%.....	\$0.0005 per kWh
50%.....	\$0.0027 per kWh
100%.....	\$0.0055 per kWh

TABLE 14 - HISTORICAL UTILITY USERS (UNITS SERVED)

	Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Water Avg. Monthly Consumption (MGW)	463,182	381,256	361,040	369,689	383,830
Wastewater Avg. Daily Treatment (000's gal.)	8,389	9,430	7,500	8,239	7,468
Electric Avg. Monthly Consumption (KWH)	77,554,460	71,670,181	70,516,104	70,995,416	72,239,944

TABLE 15 - TEN LARGEST UTILITY CUSTOMERS

Utility Customer	Type of Business	FY 2022 KWH Consumption	Total Percent of KWH Consumed
Scott & White	Clinic/Hospital/Pharmacy	19,143,080	2.05%
City of College Station	Municipality	15,527,486	1.67%
Biotechnologies Texas LLC	Medical	14,169,560	1.52%
HEB Grocery	Retail	12,709,360	1.36%
CSISD	Schools	11,323,960	1.21%
CHI St Joseph Health	Hospital	7,856,920	0.84%
Dealer Computer Services Inc	Retail	4,225,600	0.45%
Adam Development	Bank/Office Space	4,131,300	0.44%
Cambridge 1 Holdings	Apartment Complex	4,114,500	0.44%
Sterling A&M High Rise LLC	Apartment Complex	4,077,920	0.44%
		<u>97,279,686</u>	<u>10.42%</u>

TABLE 16 - CONDENSED STATEMENT OF OPERATIONS

	For Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Revenues:					
Electric	\$ 111,860,621	\$ 102,794,575	\$ 100,369,952	\$ 102,443,382	\$ 102,511,712
Water and Wastewater	43,115,216	37,512,695	37,628,189	34,313,203	33,602,131
Interest	621,501	216,542	1,322,832	2,654,945	1,262,551
Other	4,520,337	4,508,068	4,400,186	3,558,330	2,520,335
Total Revenues	\$ 160,117,675	\$ 145,031,880	\$ 143,721,159	\$ 142,969,860	\$ 139,896,729
Expenses:					
Total Expenses	\$ 103,835,235	\$ 133,786,264 ⁽¹⁾	\$ 80,521,607	\$ 81,725,180	\$ 77,828,073
Net Available for Debt Service	\$ 56,282,440	\$ 11,245,616	\$ 63,199,552	\$ 61,244,680	\$ 62,068,656
Water Average Montly Consumption (MGW)	463,182	381,256	361,040	369,689	383,830
Wastewater Average Daily Treatment (000's gal.)	8,389	9,430	7,500	8,239	7,468
Electric Average Monthly Consumption (KWH)	77,554,460	71,670,181	70,516,104	70,995,416	72,239,944

(1) The increase in expenses relative to prior years was due predominantly for the costs associated with providing electricity during winter storm Uri in February, 2021.

TABLE 17 – VALUE OF THE SYSTEM

	Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Utility Systems	\$ 705,850,379	\$ 685,380,672	\$ 656,481,245	\$ 617,910,408	\$ 579,717,873
Construction in Progress	86,404,259	74,758,797	60,688,724	45,129,947	46,447,061
	\$ 792,254,638	\$ 760,139,469	\$ 717,169,969	\$ 663,040,355	\$ 626,164,934
Less: Accumulated Depreciation	317,298,514	301,465,663	282,503,564	263,680,722	246,243,993
Net System Value	\$ 474,956,124	\$ 458,673,806	\$ 434,666,405	\$ 399,359,633	\$ 379,920,941

TABLE 18 – CITY'S EQUITY IN THE SYSTEM

	Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Resources					
Net System Value	\$ 474,956,124	\$ 458,673,806	\$ 434,666,405	\$ 399,359,633	\$ 379,920,941
Current Assets	113,368,992	92,857,877	137,070,915	116,643,763	102,382,543
Restricted Assets	37,429,167	33,795,202	17,826,724	36,743,001	11,296,693
Deferred Charges	2,913,573	3,111,022	3,460,814	6,485,373	3,506,226
Total	\$ 628,667,856	\$ 588,437,907	\$ 593,024,858	\$ 559,231,770	\$ 497,106,403
Obligations					
Current Liabilities	\$ 15,509,615	\$ 14,547,777	\$ 16,876,003	\$ 14,711,183	\$ 12,467,547
Current Liabilities Payable from					
Restricted Assets	22,408,786	20,860,751	19,656,598	18,432,091	15,872,611
General Obligation Debt	38,822,501	46,376,401	44,570,802	45,850,605	52,738,157
Certificates of Obligation	175,444,978	152,211,425	133,490,618	126,583,979	91,642,717
Other Debt ⁽¹⁾	6,369,843	8,558,478	8,633,818	10,773,356	8,016,706
Total Liabilities	\$ 258,555,723	\$ 242,554,832	\$ 223,227,839	\$ 216,351,214	\$ 180,737,738
City's Equity in System	\$ 370,112,133	\$ 345,883,075	\$ 369,797,019	\$ 342,880,556	\$ 316,368,665
Percentage of Equity in System	58.87%	58.78%	62.36%	61.31%	63.64%

(1) Includes OPEB Net Pension Obligations.

TABLE 19 – UTILITY REVENUE BOND AND SYSTEM SUPPORTED GENERAL OBLIGATION DEBT SERVICE

Series	Original Principal Amount	Outstanding Principal as of 9/30/2022
2013 ⁽²⁾	10,230,000	6,560,000
2013 ⁽¹⁾⁽³⁾	20,760,000	1,740,000
2014 ⁽²⁾	34,005,000	16,460,000
2014 ⁽¹⁾⁽³⁾	35,865,000	4,465,000
2016 ⁽²⁾	25,720,000	5,315,000
2016 ⁽¹⁾⁽³⁾	40,890,000	11,910,000
2017 ⁽²⁾	57,725,000	10,140,000
2017 ⁽¹⁾⁽³⁾	29,800,000	8,270,000
2018 ⁽²⁾	37,380,000	16,635,000
2019 ⁽²⁾	74,510,000	33,975,000
2020 ⁽²⁾	21,055,000	17,920,000
2020 ⁽¹⁾	15,355,000	4,900,000
2020A ⁽¹⁾	16,930,000	11,091,414
2021 ⁽²⁾	55,395,000	31,850,000
2022 ⁽²⁾	69,500,000	19,350,000
	<u>\$ 545,120,000</u>	<u>\$ 200,581,414</u>

(1) Represents refunding bonds.

(2) Certificates of Obligation supported in whole or in part by Utility System revenues.

(3) General Obligation Bonds supported in part by the Utility System revenues.

INVESTMENTS

The City invests its investable funds in investments authorized by Texas law in accordance with investment policies approved by the City Council. Both state law and the City's investment policies are subject to change.

LEGAL INVESTMENTS

Authorized investments are summarized as follows: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this State that the City selects from a list the City Council or a designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in the State that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City's custodian of the banking deposits issued for the City's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of Chapter 2256, Texas Government Code (the "Public Funds Investment Act"), that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, and are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a

custodian as described by Section 2257.041(d), Texas Government Code, or a clearing brokerdealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements as defined in the Public Funds Investment Act, that have a defined termination date, are secured by a combination of cash and obligations described in clauses (1) or (13) in this paragraph, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) below, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less; (12) certain bankers' acceptances with stated maturity of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated not less than "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (13) commercial paper with a stated maturity of 365 days or less that is rated not less than "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (14) no-load money market mutual funds registered with and regulated by the SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (15) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and have either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract.

A political subdivision such as the City may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, other than the prohibited obligations described below, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than AAA or AAAM or an equivalent by at least one nationally recognized rating service, if the City Council authorizes such investment in the particular pool by order, ordinance, or resolution and the investment pool complies with the requirements of Section 2256.016, Texas Government Code. The City may also contract with an investment management firm registered (x) under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.), or (y) with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by ordinance, order or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

INVESTMENT POLICIES

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment and the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” At least quarterly the investment officers of the City will submit an investment report detailing (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value and ending market value for each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

ADDITIONAL PROVISIONS

Under Texas law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) require any investment officers’ with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (3) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) perform an annual audit of the management controls on investments and adherence to the City’s investment policy; (5) provide specific investment training for the Finance Director, Treasurer, Assistant City Manager and investment officers; (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (7) restrict the investment in non-money market mutual funds of any portion of bond proceeds, reserves and funds held for debt service and to no more than 15% of the entity’s monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements and (9) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Under Texas law, the City may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance or resolution. The City has not contracted with, and has no present intention of contracting with, any such investment management firm or the State Securities Board to provide such services.

CITY’S INVESTMENT POLICY

The Assistant City Manager or his designee will promptly cause all City funds to be deposited with the bank depository and invested in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the City Council has authorized under the provisions of the PFIA, as amended, and in accordance with the City Council approved Investment Policies.

At the end of each fiscal year, a report on investment performance will be provided to the City Council. In conjunction with the quarterly financial report, the Assistant City Manager or his designee will prepare and provide a written recapitulation of the City’s investment portfolio to the Council, detailing each City investment instrument with its rate of return and maturity date.

The City's adopted investment policy permits the City to invest its funds and funds under its control in all of the enumerated investments authorized by the PFIA.

TABLE 20 - CURRENT INVESTMENTS

As of February 28, 2023, the City’s investable funds were invested in the following categories:

Investment Type	Book Value	Market Value
Cash	\$ 5,000,000	\$ 5,000,000
Local Government Investment Pool	27,757,451	27,757,451
Money Market Mutual Fund	335,584,828	335,584,828
Invesments - Agencies	50,000,000	48,986,450
	<u>\$ 418,342,279</u>	<u>\$ 417,328,729</u>

TAX MATTERS

OPINION . . . On the date of initial delivery of the Obligations, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Obligations for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Obligations will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Obligations. See APPENDIX C - Forms of Opinions of Bond Counsel.

In rendering its opinion, Bond Counsel will rely upon (a) certain information and representations of the City, including information and representations contained in the City's federal tax certificate, and (b) covenants of the City contained in the Ordinances authorizing the Obligations relating to certain matters, including arbitrage and the use of the proceeds of the Obligations and the property financed or refinanced therewith. Failure of the City to comply with these representations or covenants could cause the interest on the Obligations, as the case may be, to become includable in gross income retroactively to their date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Obligations in order for interest on the Obligations to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Obligations to be included in gross income retroactively to the date of issuance of the Obligations. The opinions of Bond Counsel are rendered in reliance upon the compliance by the City with such requirements, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Obligations.

Bond Counsel's opinions are not a guarantee of a result, but represent its legal judgment based upon its review of Existing Law and reliance on the aforementioned information, representations and covenants. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Obligations.

A ruling was not sought from the Internal Revenue Service by the Issuer with respect to the Obligations or the property financed or refinanced with proceeds of the Obligations. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Obligations, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the Issuer as the taxpayer and the Obligations holders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

FEDERAL INCOME TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE DISCOUNT . . . The initial public offering price to be paid for one or more maturities of the Obligations may be less than the principal amount thereof or one or more periods for the payment of interest on the Obligations may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Obligations"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Obligation, and (ii) the initial offering price to the public of such Original Issue Discount Obligation would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Obligations less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Obligation in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Obligation equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Obligation prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Obligation in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Obligation was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Obligation is accrued daily to the stated maturity thereof (in amounts calculated as described below for each accrual period within each accrual period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Obligation for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Obligation.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Obligations which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Obligations should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Obligations and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Obligations.

COLLATERAL FEDERAL INCOME TAX CONSEQUENCES . . . The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Obligations. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with accumulated earnings and profits and excess passive investment income, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE OBLIGATIONS.

Interest on the Obligations may be includable in certain corporation's "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Obligations, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Obligations, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

STATE, LOCAL AND FOREIGN TAXES . . . Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Obligations under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

INFORMATION REPORTING AND BACKUP WITHHOLDING . . . Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Obligations will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

FUTURE AND PROPOSED LEGISLATION . . . Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Obligations under federal or state law, and could affect the market price or marketability of the Obligations. Any of the foregoing could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any of the foregoing becoming effective cannot be predicted. Prospective purchasers of the Obligations should consult their own tax advisors regarding the foregoing matters.

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CONTINUING DISCLOSURE OF INFORMATION

In the Ordinances, the City has made the following agreement for the benefit of the holders and beneficial owners of Obligations. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Obligations. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the "MSRB"). This information will be publicly available at no cost on the Electronic Municipal Market Access of the MSRB, with the web address www.emma.msrb.org ("EMMA"). The agreement specifies that all documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

ANNUAL REPORTS . . . The City will provide certain updated financial information and operating data to the MSRB on an annual basis in an electronic format that is prescribed by the MSRB and available via the Electronic Municipal Market Access System ("EMMA") at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under Tables numbered 1 through 6; 8 through 20 and in Appendix B. The City will update and provide the information in Tables 1 through 6 and 8 through 20 within six months after the end of each fiscal year ending in and after 2023. The City will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2023. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site identified below or filed with the United States Securities and Exchange Commission (the "SEC"), as permitted by SEC Rule 15c2-12 (the "Rule").

The City's current fiscal year end is September 30. Accordingly, the City must provide updated information included in Tables 1 through 6 and 8 through 20 by the last day of March in each year, and audited financial statements for the preceding fiscal year (or unaudited financial statements if the audited financial statements are not yet available) as described above. If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data as set forth above.

EVENT NOTICES . . . The City will also provide timely notices of certain events to the MSRB. The City will 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 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 Obligations, or other material events affecting the tax status of the Obligations; (7) modifications to rights of holders of the Obligations, if material; (8) Obligation calls, 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, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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; and (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties. In addition, the City will provide timely notice of any failure by the City to provide annual financial information in accordance with their agreement described above under "Annual Reports." Neither the Obligations nor the Ordinances provides for debt service reserves, liquidity enhancement, or credit enhancement. In addition, the City will provide timely notice of any failure by the City to provide annual financial information in accordance with their agreement described above under "Annual Reports."

For the events listed in clause (15) and (16) above, the term "financial obligation" means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of either (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

For these purposes, any event described in clause (12) 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.

The City will provide each notice described in the previous paragraph to the MSRB through EMMA, in accordance with the Rule.

LIMITATIONS AND AMENDMENTS . . . The City has agreed to update information and to provide notices of specified events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Obligations at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Obligations may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement 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, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Obligations in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Obligations consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Obligations. If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

COMPLIANCE WITH PRIOR UNDERTAKINGS . . . During the last five years, the City has not failed to comply in any material respect with any material provisions of the continuing disclosure agreements made by the City in accordance with Rule 15c2-12.

OTHER INFORMATION

RATINGS

The presently outstanding tax supported debt of the City are rated “Aa1” by Moody’s and “AA+” by S&P, without regard to credit enhancement. Applications have been made to Moody’s and S&P for contract ratings on the Obligations. The ratings reflect only the respective views of such organizations and the City makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either or both of such rating companies, if in the judgment of either or both companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the Obligations.

LITIGATION

The City is a party to legal proceedings, many of which occur in the normal course of operations. It is not possible at the present time to estimate ultimate outcome or liability, if any, of the city with respect to the various proceedings. The City’s management believes that the ultimate outcome of the various lawsuits will not have a material adverse effect on the City’s financial position.

REGISTRATION AND QUALIFICATION OF OBLIGATIONS FOR SALE

The sale of the Obligations has not been registered under the federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Obligations have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Obligations been qualified under the securities acts of any jurisdiction. The City assumes no responsibility for qualification of the Obligations under the securities laws of any jurisdiction in which the Obligations may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Obligations must not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code) provides that the Obligations are negotiable instruments, investment securities governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking funds of municipalities or other political subdivisions or public agencies of the State of Texas. With respect to investment in the Obligations by municipalities or other political subdivisions or public agencies of the State of Texas, the PFIA requires that the Obligations be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency. See “OTHER INFORMATION - Ratings” herein. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Obligations are legal investments for state banks, savings banks, trust companies with at capital of one million dollars or more, and savings and loan associations. The Obligations are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. The City has made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Obligations for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Obligations for such purposes. No review by the City has been made of the laws in other states to determine whether the Obligations are legal investments for various institutions in those states.

LEGAL MATTERS

The City will furnish to the Initial Purchaser a complete transcript of proceedings had incident to the authorization and issuance of the Obligations, including the unqualified approving legal opinion of the Attorney General of Texas approving the Initial Obligations and to the effect that the Obligations are valid and legally binding obligations of the City, and based upon examination of such transcript of proceedings, the approving legal opinions of Bond Counsel. The customary closing papers, including a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain the issuance and delivery of the Obligations or which would affect the provision made for their payment or security, or in any manner questioning the validity of the Obligations will also be furnished. In its capacity as Bond Counsel, such firm has reviewed the information describing the Obligations in the Notices of Sale and Bidding Instructions, the Official Bid Forms and this Official Statement to verify that such information conforms to the provisions of the Ordinances. In connection with the transactions described in the Official Statement, Bond Counsel represents only the City. The City expects to pay the legal fees of Bond Counsel for services rendered in connection with the issuance of the Obligations from proceeds of the Obligations. The legal opinion will accompany the Obligations deposited with DTC or will be printed on the Obligations in the event of the discontinuance of the Book-Entry-Only System.

The various legal opinions to be delivered concurrently with the delivery of the Obligations express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise from the transaction.

AUTHENTICITY OF FINANCIAL DATA AND OTHER INFORMATION

The financial data and other information contained herein have been obtained from City records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

FINANCIAL ADVISOR

Hilltop Securities Inc. is employed as Financial Advisor to the City in connection with the issuance of the Obligations. The Financial Advisor's fee for services rendered with respect to the sale of the Obligations is contingent upon the issuance and delivery of the Obligations. Hilltop Securities Inc., in its capacity as Financial Advisor, has relied on the opinions of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Obligations, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements. The City's actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

INITIAL PURCHASER

After requesting competitive bids for the Bonds, the City accepted the bid of _____ (the "Initial Purchaser of the Bonds") to purchase the Bonds at the interest rates shown on page 2 of this Official Statement at a price of _____. The Initial Purchaser of the Bonds can give no assurance that any trading market will be developed for the Bonds after their sale by the City to the Initial Purchaser of the Bonds. The initial yields shown on page 2 of this Official Statement will be established by and are the sole responsibility of the Initial Purchaser of the Bonds and may subsequently be changed at the sole discretion of the Initial Purchaser of the Bonds. The City has no control over the determination of the initial yields and has no control over the prices at which the Bonds are sold in the secondary market.

After requesting competitive bids for the Certificates, the City accepted the bid of _____ (the "Initial Purchaser of the Certificates" and, together with the Initial Purchaser of the Bonds, the "Initial Purchaser") to purchase the Certificates at the interest rates shown on page 4 of this Official Statement at a price of _____. The Initial Purchaser of the Certificates can give no assurance that any trading market will be developed for the Certificates after their sale by the City to the Initial Purchaser of the Certificates. The initial yields shown on page 4 of this Official Statement will be established by and are the sole responsibility of the Initial Purchaser of the Certificates and may subsequently be changed at the sole discretion of the Initial Purchaser of the Certificates. The City has no control over the determination of the initial yields and has no control over the prices at which the Certificates are sold in the secondary market.

CERTIFICATION OF THE OFFICIAL STATEMENT AND NO-LITIGATION CERTIFICATE

At the time of payment for and delivery of the Obligations, the Initial Purchaser will be furnished a certificate, executed by a proper City official, acting in such person's official capacity, to the effect that to the best of such person's knowledge and belief: (a) the descriptions and statements of or pertaining to the City contained in its Official Statement and any addenda, supplement or amendment thereto, for its Obligations on the date of such Official Statement, on the date of purchase of said Obligations, and on the date of delivery, were and are true and correct in all material respects; (b) insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of, or pertaining to, entities other than the City and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and that the City has no reason to believe that they are untrue in any material respect; (d) there has been no material adverse change in the financial condition of the City since September 30, 2022, the date of the last audited financial statements of the City and (e) no litigation of any nature has been filed or is pending, as of the date of delivery of the Obligations, of which the City has notice to restrain or enjoin the issuance, execution or delivery of the Obligations, in any manner questioning the authority or proceedings for the issuance, execution, or delivery of the Obligations; or which would affect the provisions made for their payment or security, or in any manner question the validity of the Obligations.

MISCELLANEOUS

The financial data and other information contained herein have been obtained from the City's records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

The Ordinances will also approve the form and content of this Official Statement, and any addenda, supplement or amendment hereto, and authorize its further use in the reoffering of the Obligations by the Initial Purchaser.

Mayor
City of College Station, Texas

ATTEST:

City Secretary
City of College Station, Texas

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY

THE CITY

The City, located in Brazos County, is situated in the middle of a triangle bounded by Dallas/Fort Worth, Houston, and San Antonio/Austin. Approximately 80% of the Texas population is located within a 200 mile radius of the City. In addition to being a residential community for faculty, students and other personnel of Texas A&M University, the City also serves as a regional manufacturing, retail and health care hub.

The City was incorporated in 1938 and has a Council-City Manager form of government with City employees totaling 1,044.75 currently.

The City adopted and enforces comprehensive zoning and building restrictions aimed at assuring orderly growth and development. The City's ordinances require all subdividers, at their own expense and without provision for refund, to install streets and water and wastewater lines in any planned subdivision. These facilities are constructed under the City's specifications and inspection and when completed are deeded to the City free and clear. All areas within the City are now adequately served with water, wastewater and electric service.

Proximity to three of the nation's largest cities, college-town cultural amenities, relatively low cost of living, varied housing options, warm climate and low crime rate have resulted in significant population growth over the last decade.

CITY OWNED FACILITIES

The City maintains approximately 598 linear miles of streets within city limits, 99% of which are hard surface. The City has a complete water distribution, wastewater collection and treatment system with 872 miles of wastewater and water lines. The City owns the electrical distribution system with approximately 539 miles of distribution lines and 20 miles of 138kv transmission lines.

The City has a fully equipped police department with 226 budgeted personnel positions. The department has 71 police patrol vehicles. The fire department consists of 174 budgeted personnel positions. There are six stations and a total of 8 engines, 7 ambulances, 2 command vehicles, 1 rescue truck, 2 ladder trucks, 1 tanker truck, and 1 grass fire truck.

EDUCATIONAL FACILITIES

The College Station Independent School District (the "School District") is a fully accredited system offering 19 educational campuses for pre-kindergarten through high school. The School District has a student enrollment in excess of 13,500 and employs close to 2,000 people. On November 3, 2021 the voters passed a 3 of 4 bond proposition for the School District that includes campus renovations and equipment/infrastructure updating.

College Station is home to Texas A&M University which provides higher education, offering both four year college programs and graduate degree programs to approximately 74,000 enrolled students.

HEALTH CARE

CHI St. Joseph Health College Station Hospital, is a 200,000 square foot community healthcare provider located on 25 acres within the city limits of College Station. The hospital is a 167-bed facility and is a licensed Level III Trauma unit. CHI St. Joseph Health College Station is the only hospital in the Brazos Valley Region to receive national certification in joint replacement from the Joint Commission. They are also an accredited Chest Pain Center, a certified Primary Stroke Center and the region's first accredited Sleep Center. The over 650 healthcare professionals work every day at a place of healing, caring and connection for patients and families in the community

Baylor Scott & White Medical Center – College Station is a 403,000 square foot, five story, 143-bed hospital located on a 98 acre campus near the intersection of Texas Highway 6 and Rock Prairie Road within the City of College Station. Baylor Scott & White Medical Center – College Station is a nationally accredited Chest pain Center as well as a Level III Trauma Center. Scott & White Clinic – Rock Prairie, a four-story medical office building, is also located on the campus adjacent to the hospital. Baylor Scott and White Medical Center - College Station houses an emergency department, cardiac services including cath labs, neonatal intensive care unit, comprehensive cancer services, operating rooms, maternity services suites, endoscopic procedure suites, intra operative robotics and other specialty services, all supported by a pharmacy, comprehensive state-of-the-art imaging technology and other diagnostic capabilities.

Other area health care providers include: St. Joseph Regional Health Care Center, Baylor Scott and White Clinic, and The Physicians Centre.

MEDICAL DISTRICT

The College Station Medical District Master Plan establishes guiding principles for the development of approximately 1,700 acres in south College Station to accommodate medical facilities, walkable village centers, commercial space, and a variety of residential unit types, all in close proximity to parks, open space, and trails. To ensure the long-term success of the District, the City has created a Tax Increment Reinvestment Zones to help fund the necessary infrastructure. The City activated a Municipal Management District along the relatively undeveloped east side of State Highway 6 to be used as a tool for development of these areas as well.

TRANSPORTATION

U.S. Highway 190/State Highway 21 links the City to Interstate 45 which is located approximately 35 miles to the east. State Highway 21 via U.S. Highway 290 also links the City to Austin, located approximately 110 miles to the west. State Highway 6 links the City to Waco (100 miles) and Interstate 35 to the north and Houston (90 miles) to the south. Also, State Highway 30 links the City to Huntsville (45 miles) and Interstate 45 to the east.

Airlines	Commercial, corporate and private airport facilities are provided by Easterwood Airport, which is located on the City's west side and is owned and operated by Texas A&M University. American Eagle Airlines provides daily flights to and from Dallas-Fort Worth Airport out of Easterwood. This airport recently completed a \$15 million renovation to the terminal. Coulter Field is located north of the City of Bryan and provides a 4,000 foot lighted runway. Coulter Field offers all types of services for the private aircraft.
Bus Lines	Two bus lines serve the City with daily service connecting the City with Houston and Dallas.
Railroads	Rail freight service is provided by the Union Pacific Railroad. Union Pacific Railroad operates a main freight line from Houston through Bryan-College Station to Dallas-Fort Worth and beyond.

RECREATION

The College Station parks system encompasses 1,895 acres of parks and facilities spread throughout the city. This includes 4 dog parks, 1 skate park, 86 playgrounds, 4 recreation centers, 12 ponds, 2 pools, 2 splash pads, 60 miles of walking trails, 2 municipal cemeteries and the Ringer Library.

POPULATION

	Official U.S. Census ⁽¹⁾					
	1970	1980	1990	2000	2010	2020
City of College Station	17,676	37,272	52,456	67,890	93,857	120,511
Brazos County	57,978	93,588	121,862	152,415	194,851	233,849

(1) U.S. Census Bureau, American Community Survey

ECONOMIC BACKGROUND

Texas A&M University and System

Texas A&M opened its doors in 1876 as the state's first public institution of higher learning. Located in College Station, Texas (about 90 miles northwest of Houston and within a two to three-hour drive from Austin and Dallas), Texas A&M's main campus is home to approximately 74,000 students, with more than 528,000 former students worldwide. As one of only 62 members of the prestigious Association of American Universities (AAU), an association of leading public and private research universities in the United States and Canada, Texas A&M boasts some of the top programs in academic research and scholarship. Texas A&M and the Texas A&M University System employ more than 27,000 full and part-time personnel.

Texas A&M is one of only 17 institutions in the nation to hold the triple designation as a land-grant, sea-grant, and space-grant university.

In May 2016, the Chancellor of The Texas A&M University System unveiled plans to invest \$150 million to create a new research and development campus to help companies move ideas from the laboratory to the marketplace while also offering a new path toward a college degree. The Texas A&M University System RELLIS Campus is more than a research and educational facility. It is an ecosystem of transformative innovation like few others in the world. Through partnerships with Texas A&M University System, Blinn College, workforce training organizations and the private sector, RELLIS is the first integrated education, research and testing institution in the state of Texas. The educational programs at RELLIS focus on collaboration beyond institutional affiliation, and the campus will serve as a model for the future of higher education by cultivating powerful opportunities for students. This multi-industry and education model provides unique opportunities for both global enterprises and companies located in the Bryan-College Station area. By assembling a diverse spectrum of engineering and technology tenants into one location, the campus fosters collaboration between enterprises that

seek to shape the future through transformation, innovation, and education. Current initiatives underway at RELIS are the Army Future Command's Bush Combat Development Complex, work with 5G technology, autonomous vehicle driving, and transportation material testing and labs are just a few to mention.

George Bush Presidential Library and Museum

The City is the site of the George Bush Presidential Library and Museum, located on the campus of Texas A&M University. Texas A&M provides programs and facilities such as research and instructional programs related to the library and museum, a conference center, communications center, educational museum/library center, and family-oriented facilities such as a park surrounding the presidential library and museum. In 2021 fundraising started for the expansion of the library. The new expansion will house the 4141 locomotive engine that carried President Bush to his final resting place and the Marine One helicopter President Bush used. The new addition will be open to the public in June of 2024. The Presidential Library and Museum is also part of the George Bush Presidential Library Center which is home to the prestigious Bush School of Government and Public Service.

Century Square

The City continues to experience growth. The growth has resulted in continued retail development, especially in the Tower Point and Caprock developments in the southern part of the City with new restaurants and other businesses opening and others under construction to serve the ever growing residential populations in that area of the City. However, that growth has expanded to the north side of College Station where mixed-used facilities and additional hotels near the Texas A&M campus are under construction.

One such development is Century Square. This 60-acre development creates a dynamic community center where people congregate from across the region to experience a walkable, urban destination. The project features premier retail and restaurant establishments, entertainment venues, 60,000 SF of Class-A office, two full-service hotels: The George and Cavalry Court, luxury apartment homes: 100 Park, and an activated central gathering space.

Athletics

Athletics is an integral part of College Station. Texas A&M University, along with the City, hosts a multitude of athletic events. Texas A&M University is the home of Kyle Field, Reed Arena, Olsen Field at Bluebell Park, Aggie Softball Complex, George P. Mitchell Tennis Center and Gilliam Indoor Track Stadium. Several of Texas A&M teams have won both conference and national titles over the past five years with every university varsity level team competing in post-season play for the 2015-2016 season. This has positioned the University to host regional payoffs as well as national championship games. Texas A&M's move to the Southeastern Conference (SEC) in 2012 has proved positive for the City. For the Texas A&M's football team ranked eighth in the nation in average attendance for the 2022 season with average attendance of 97,213 for home games, according to figures released by the NCAA.

The City's premiere sport complexes, as well as the ease to get around, makes College Station attractive to a number of high profile organizations. Over the past several years, Texas Amateur Athletic Federation has chosen College Station to host state tournaments and events. In addition, the City facilitates four major softball tournaments, multiple soccer tournaments, two 7 on 7 football tournaments and baseball tournaments throughout the year.

MAJOR AREA EMPLOYERS

<u>Firm Name</u>	<u>Product</u>	<u>Number of Employees</u>
Texas A&M University and System	Education/Research	27,000+
Bryan ISD	Education	2000+
College Station ISD	Education	2000+
Texas A&M Health Science Center	Education	2000+
Reynolds & Reynolds	Computer Hardware and Software	1800+
Blinn College - Bryan Campus	Education	1000+
Sanderson Farms, Inc.	Poultry Processing	1000+
CHI St. Joseph's Regional Hospital	Health Service	1000+
Wal-Mart/Sam's	Retail	1000+
HEB Grocery	Retail	1000+
City of College Station	Government	1000+
Brazos County	Government	500-999
City of Bryan	Government	500-999
Ply Gem Windows	Manufacturing	500-999
Baylor Scott & White	Health Service	500-999
Fujifilm Diosynth Biotechnologies	Biotechnology	500-999

Source: Brazos Valley Economic Development Corp.

The City of College Station has a diverse, growing employment base comprised of a broad range of industry sectors including education, hospitality, professional services, healthcare, and biotechnology. For 2022, the U-Haul Growth Index ranked College Station the #1 growth market in Texas and the Milken Institute ranked College Station the 4th best performing small city in Texas.

College Station is home to Texas A&M University, one of the country's largest public universities and is also the headquarters for the Texas A&M University System, a statewide network comprised of 11 universities and eight state agencies. Texas A&M University boasts more than \$1 billion in annual R&D expenditures and offers opportunities for local businesses to utilize the University's talent pipeline, subject matter experts, research centers, institutes and agencies.

In addition to the impact of the Texas A&M University System, the city also is home to emerging life science and information technology sectors with major employers including FUJIFILM Diosynth Biotechnologies, Matica Biotechnology, Lynntech, Reynolds and Reynolds, and StataCorp. Additionally, the area serves as a medical hub for the region anchored by Baylor Scott & White Medical Center and St. Joseph Health College Station Hospital.

The City has multiple dedicated business parks to support the ongoing recruitment of primary industry employers including Midtown Business Park (252 acres), Business Center at College Station (200 acres), Texas A&M Research Park (350 acres), and BioCorridor (160 acres).

LABOR STATISTICS

College Station

Year	Labor Force	Total Employment	Unemployment	Rate
2019	61,075	59,375	1,700	2.8%
2020	60,226	57,240	2,986	5.0%
2021	63,908	61,446	2,462	3.9%
2022	66,405	64,339	2,066	3.1%
2023 ⁽¹⁾	68,430	65,879	2,551	3.7%

Brazos County

Year	Labor Force	Total Employment	Unemployment	Rate
2019	117,735	114,547	3,188	2.7%
2020	117,019	110,773	6,246	5.3%
2021	123,982	118,912	5,070	4.1%
2022	128,477	124,512	3,965	3.1%
2023 ⁽¹⁾	132,218	127,492	4,726	3.6%

Source: Texas Workforce Commission.

(1) Average as of February 2023.

BUILDING PERMITS

College Station has grown rapidly over the past 30 years as evidenced by an increase in population from 37,272 in 1980 to 93,857 in 2010. As of 2023, the estimated population of College Station was 126,056. The following table sets forth the number and value of construction permits issued by the City over the past several years.

Calendar Year	Residential Construction		Commercial Construction		Other Construction*		Total	
	Number of Permits	Value	Number of Permits	Value	Number of Permits	Value	Number of Permits	Value
2018	1,953	\$ 177,627,344	461	\$ 103,143,722	\$ -	\$ -	2,414	\$ 280,771,066
2019	553	100,803,824	102	80,992,499	1,911	98,242,242	2,566	280,038,565
2020	610	110,135,433	82	81,220,448	656	35,731,929	1,348	227,087,810
2021	778	218,422,222	89	186,326,238	2,224	66,261,099	3,091	471,009,559
2022	604	161,031,495	69	162,805,810	1,268	178,011,234	1,941	501,848,539

Source: The City.

* Starting in 2019 all new pools, remodels/renovations, new roofs, demolitions, slab only and other improvements are reported under "Other Construction". These permits were previously reported under Residential and Commercial.

COUNTY CHARACTERISTICS

Brazos County was created in 1841 from Robertson and Washington Counties. The economy is diversified primarily by agribusiness, computer manufacturing, research and development, and education. The Texas Almanac designates cattle, hogs, sorghums, corn, cotton, wheat, oats and pecans as the principal sources of agricultural income.

The County had a 2020 census population of 233,849, an increase of 20% since 2010. Minerals produced in the County include sand and gravel, lignite, gas and oil.

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APPENDIX B

EXCERPTS FROM THE
CITY OF COLLEGE STATION, TEXAS
ANNUAL FINANCIAL REPORT

For the Year Ended September 30, 2022

The information contained in this Appendix consists of excerpts from the City of College Station, Texas Annual Financial Report for the Year Ended September 30, 2022, and is not intended to be a complete statement of the City's financial condition. Reference is made to the complete Report for further information.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

2023 Debt Issue

General Government 2022 General Obligation Authorization				
Street Projects				
	2,000,000	Rock Prairie Road East Widening	ST2303	20 Yrs
Total	\$ 2,000,000			
Park Projects				
	750,000	Bachmann Little League and Senior League/Soccer Buildings	PK2304	20 Yrs
	200,000	Pickleball/Futsal Courts	PK2305	7 Yrs
	200,000	Bee Creek/Central Park Tennis Courts	PK2306	7 Yrs
	400,000	Mabel Clare Thomas Park Redevelopment	PK2307	7 Yrs
	150,000	Lincoln Center Area Improvements	PK2308	7 Yrs
	700,000	Central Park Operations Shop	PK2309	20 Yrs
Total	\$ 2,400,000			
Vertical, Facilities, IT Projects				
	2,500,000	Fire Station #7	GG2306	20 Yrs
Total	\$ 2,500,000			
All GOB Subtotal	\$ 6,900,000			18.65%
General Government Certificates of Obligation				
Vertical, Facilities, IT Projects				
	1,000,000	IT Revolver	COTBD	7 Yrs
Total	\$ 1,000,000			
Street Projects				
	5,000,000	Streets Revolver	ST2301	20 Yrs
	3,800,000	Jones Butler Road Extension and Roundabout	ST2006	20 Yrs
Total	\$ 8,800,000			
Governmental CO Subtotal	\$ 9,800,000			26.49%

Utility Certificates of Obligation

Water Projects

	800,000	Wells 1, 2 & 3 MCC Replacement	WA1800005	20 Yrs
	1,000,000	Lincoln Avenue Rehab	WA1900002	20 Yrs
	5,250,000	Jones Butler Rehab	WA2001	20 Yrs
	500,000	State Highway 6 Utility Relocates (Graham to Barron)	WA2205	20 Yrs
	250,000	State Highway 6 Utility Relocates (Sonoma to Victoria)	WA2206	20 Yrs
Total	\$ 7,800,000			

Wastewater Projects

	250,000	McCulloch Utility Rehab	WW1900001	20 Yrs
	500,000	Carter Creek Blower Bldg #3 Repl	WW1900003	20 Yrs
	500,000	Carter Creek Blower Bldg #2 Repl	WW1800003	20 Yrs
	500,000	Alum Creek Sewer Trunkline	WW2301	20 Yrs
	250,000	Krenek Tap Rehab	WW2203	20 Yrs
Total	\$ 2,000,000			

Electric Projects

	275,000	General Plant	Various	20 Yrs
	7,485,000	Overhead & Underground Imp.; Distribution	Various	20 Yrs
	2,740,000	Transmission Projects	Various	20 Yrs
Total	\$ 10,500,000			

Utility CO Subtotal	\$ 20,300,000	54.86%
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All CO Subtotal	\$ 30,100,000
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Total Debt Issue	<u><u>\$ 37,000,000</u></u>
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Est. Issuance Costs (0.75% of total debt issued)	\$ 278,000
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Total	\$ 37,278,000
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June 12, 2023
Item No. 9.2.
Certificates of Obligation Ordinance Series 2023

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible actions on an ordinance authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said 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; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said 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 April 13, 2023, Council approved a resolution directing staff to publish the City's notice of intent to issue the CO's, as required by law. On April 18th and April 25th such notices were duly 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, Ms. Marti Shew with Hilltop Securities, Inc., that the City issue Certificates of Obligation for utility projects rather than Utility Revenue Bonds.

This particular issue will provide resources for (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) information technology and communication equipment; (iii) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system

lines, lift stations, pumps, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (iv) the payment of fiscal, engineering and legal fees incurred in connection therewith.

If this ordinance is approved, the City Council will be delegating to the Mayor, Mayor Pro Tem, the City Manager, the Assistant City Manager/CFO and City Secretary the authority to complete the sale of the certificates, which must be completed within 90 days of the ordinance approval.

Budget & Financial Summary: Staff reviewed and discussed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate and on the utility rates during the council budget workshops on July 18th and 19th 2022.

Attachments:

1. Ordinance (CO Series 2023 (ver 1)
2. Series 2023 Debt Issue GOB and CO

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE CERTIFICATES; APPROVING AND AUTHORIZING AN OFFICIAL STATEMENT AND INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, on April 13, 2023, 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 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;

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;

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates of Obligation are hereby being issued and which proposition was disapproved by voters; 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. DEFINITIONS; AUTHORIZATION OF CERTIFICATES OF OBLIGATION.

(a) *Definitions.* Terms not otherwise defined herein shall have the following meanings.

(i) The term "Authorized Denomination" shall mean a denomination of \$5,000 of principal amount of a Certificate or any integral multiple thereof.

(ii) 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.

(iii) The term "Certificates" and "Certificates of Obligation" shall mean the Certificates authorized to be issued and delivered by this Ordinance.

(iv) The term "Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(v) The term "MSRB" means the Municipal Securities Rulemaking Board.

(vi) 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.

(vii) The term "Pricing Officer" means the City Manager and the Assistant City Manager/Chief Financial Officer of the City (each the "Pricing Officer") each of whom is independently authorized to finalize the terms of sale of the Certificates by execution of the Pricing Certificate.

(viii) The term "Purchaser" means (i) if the Certificates are sold by negotiated sale, the underwriter or underwriting syndicate selected by the Pricing Officer, or (ii) if the Certificates are sold by competitive sale by soliciting public bids, the underwriter or underwriting syndicate awarded the Certificates by the Pricing Officer.

(ix) The term "Rule" means SEC Rule 15c2-12 (17 C.F.R. § 240.15C2-12), as amended from time to time.

(x) The term "SEC" means the United States Securities and Exchange Commission.

(xi) The term "Surplus Revenues" shall mean those revenues from the operation of the City's waterworks, sewer and electric systems that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks, sewer and electric systems.

(b) The Certificates are hereby authorized to be issued and delivered in the principal amount not to exceed \$30,100,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) information technology and communication equipment; (iii)

improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (iv) the payment of fiscal, engineering and legal fees incurred in connection therewith.

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1371.053, Texas Government Code, each Pricing Officer is hereby authorized to act individually and 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.

(b) No series of Certificates shall be issued pursuant to this Ordinance unless each of the following parameters are satisfied as specified in the Pricing Certificate:

(i) the aggregate principal amount of the Certificates shall not exceed \$30,100,000;

(ii) the true interest cost of the Certificates shall not exceed 5.000% per annum;

(iii) the final maturity of the Certificates shall not exceed February 15, 2043;

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to ninety days from the date of adoption of this Ordinance; and

(v) 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.

(c) Each Certificate issued pursuant to this Ordinance shall be designated: "CITY OF COLLEGE STATION, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2023."

(d) 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 (b) and subsection (c) 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.

(e) The Certificates may be sold by public offering (either through a negotiated or competitive offering) and the Pricing Certificate shall so state, and the Pricing Certificate may conform this Ordinance to such method of sale, including the provisions hereof that pertain to the undertaking of the Issuer in accordance with the Rule.

(f) 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. (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. The Certificates shall numbered consecutively from R-1 upward, with the Initial Certificate being numbered T-1, 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. REDEMPTION PROVISIONS.

(a) *Optional Redemption.* The Certificates may be subject to optional redemption prior to maturity on the dates and at the redemption prices as set forth in the Pricing Certificate. The Pricing Officer is hereby

delegated to make such modifications to the provisions of this section in the Pricing Certificate as are necessary to complete the sale and delivery of the Certificates.

(b) *Notice of Redemption.* At least thirty days prior to the date fixed for any redemption of Certificates, or portions thereof, prior to maturity, the Issuer shall cause written notice of such redemption to be sent by United States mail, first class, postage prepaid, to each Registered Owner of a Certificate to be redeemed, in whole or in part, at the address of the Registered Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing of such notice. All notices of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner.

(c) *Firm Banking and Financial Arrangements.* By the date fixed for any prior redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be redeemed. If written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be redeemed shall automatically be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate having the same maturity date, bearing interest at the same rate, in an Authorized Denomination, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer.

(d) *Selection of Certificates for Redemption.* If less than all Certificates of the same maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall randomly select by lot the Certificates within such maturity to be redeemed.

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

Section 6. LEVY OF TAX; INTEREST AND SINKING FUND; REVENUE PLEDGE.

(a) A special fund or account, to be designated the "Series 2023 CO 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 respective series of 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 respective 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) The Certificates are additionally secured by and shall be payable from a limited pledge (not to exceed \$1,000) of 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. 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.

(c) 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 this section, 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.

(d) 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.

(e) 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.

(f) In order to pay any debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) *Replacement Certificates.* 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.* 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.* 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.* 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.* 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 4(d) of this Ordinance for Certificates issued in conversion and exchange of other Certificates.

Section 8. FEDERAL INCOME TAX MATTERS.

(a) *Covenants.* The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, 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 Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Resolution 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;

(ii) to take any action to assure that in the event that the "private business use" described in subsection (a)(i) hereof exceeds 5 percent of the proceeds of the Certificates or the projects

financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

(iv) 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;

(v) 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;

(vi) 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:

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

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

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

(vii) 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

(viii) 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.

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

(c) *Proceeds.* The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of refunded obligations expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the

Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the 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 Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the City Manager or Assistant City Manager/Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9. DISPOSITION OF PROJECT. The Issuer covenants that the property financed with the proceeds of the Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of such bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains 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 10. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer 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 11. Reserved.

Section 12. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES. The City Manager or the Assistant City Manager/Chief Financial Officer of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The Certificates thus registered shall remain in the custody of the Assistant City Manager/Chief Financial Officer (or the designee thereof) until delivered to the Purchaser (as defined in Section 16 of this Ordinance).

Section 13. DTC REGISTRATION. 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 Purchaser 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 14. CONTINUING DISCLOSURE OBLIGATION PURSUANT TO RULE 15C2-12 (17 C.F.R. § 240.15C2-12).

(a) Annual Reports.

(i) The City will provide certain updated financial information and operating data to the MSRB on an annual basis in an electronic format that is prescribed by the MSRB and available via the Electronic Municipal Market Access System ("EMMA") at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6; 8 through 20 and in Appendix B. The City will update and provide the information in Tables 1 through 6 and 8 through 20 within six months after the end of each fiscal year ending in and after 2023. The City will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2023. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B of the Official Statement or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation.

(ii) The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC, as permitted by the Rule. 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;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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 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.

Section 15. 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) The Pricing Officer is authorized to modify the categories of Defeasance Securities that are eligible to defease the Certificates.

(f) *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 16. SALE OF CERTIFICATES; OFFICIAL STATEMENT.

(a) The Certificates may be sold by public offering (either through a negotiated or competitive offering) and 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 Certificates may be sold pursuant to a purchase agreement or notice of sale and bidding instructions (collectively, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the Purchaser of the Certificates shall be designated. The Certificates shall initially be registered in the name of the Purchaser thereof as set forth 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 B** and any addenda, supplement or amendment thereto, and deems final the preliminary official statement and approves the distribution of such preliminary official statement in the reoffering of the Certificates by the Purchaser, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable or as are required by the Rule. 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 Purchaser 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/Chief Financial Officer 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 17. FURTHER PROCEDURES. The Mayor, the City Secretary, the City Manager, the Assistant City Manager/Chief Financial Officer, 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 18. 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 2023 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, any proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund.

Section 19. INTEREST EARNINGS. 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 20. 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.* 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. 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 21. 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.* 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) *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 JUNE 12, 2023.

City Secretary; City of College Station

Mayor; City of College Station

(CITY SEAL)

APPROVED:

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



EXHIBIT A

FORM OF CERTIFICATE

The form of the Certificates, including the form of Paying Agent/Registrar's 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 only to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and with the Certificates to be completed with information set forth in the Pricing Certificate. The Form of Certificate as it appears in this **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.

NO. [R][T]-1

UNITED STATES OF AMERICA
STATE OF TEXAS
BRAZOS COUNTY

PRINCIPAL
AMOUNT
\$_____

CITY OF COLLEGE STATION, TEXAS
CERTIFICATE OF OBLIGATION, SERIES 2023

MATURITY DATE	INTEREST RATE	DELIVERY DATE	CUSIP NO.
_____	_____	[], 2023	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF COLLEGE STATION, TEXAS, in Brazos County (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above or to the registered assignee hereof (either being hereinafter called the "registered owner") the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months), from the Delivery Date specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the interest rate per annum specified above, with said interest payable on [], and semiannually on each February 15 and August 15 thereafter until maturity or prior redemption; except that if this Certificate is required to be authenticated and the date of its authentication is later than [], such interest is payable semiannually on each August 15 and February 15 following such date.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity or redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of [], which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail,

first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the Paying Agent/Registrar. The 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 [], 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[], for the purpose of paying all or a portion of the City's contractual obligations incurred in connection with (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) information technology and communication equipment; (iii) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (iv) the payment of fiscal, engineering and legal fees incurred in connection therewith.

ON [], 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 their 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.

THE CERTIFICATES SCHEDULED TO MATURE on February 15, [] (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus

accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on each February 15 of the years and in the respective principal amounts, set forth in the following schedule:

Term Certificates due February 15, 20

Mandatory Redemption Date: 2/15/20	Principal Amount: \$,000
Mandatory Redemption Date: 2/15/20	Principal Amount: \$,000
Mandatory Redemption Date: 2/15/20*	Principal Amount: \$,000

* Stated Maturity

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

AT LEAST 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 waterworks, sewer and electric systems remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all

of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks, sewer and electric systems 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.

City Secretary

Mayor

(CITY 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.
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF COMPTROLLER'S CERTIFICATE

[ATTACHED TO CERTIFICATE NO. T-1 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 true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

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

Comptroller of Public Accounts of the State of
Texas

(SEAL)

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.

INSERTIONS FOR THE INITIAL CERTIFICATE. The initial Certificate shall be in the form set forth in paragraph (a) of this Form of Certificate, except that:

i. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. ____" shall be deleted.

ii the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF COLLEGE STATION, TEXAS, in Brazos County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above or to the registered assignee hereof (either being hereinafter called the "registered owner") on the Maturity Dates, in the Principal Amounts and bearing interest at the per annum Interest Rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate
_____	_____	_____
□	□	□

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the respective Interest Rate per annum specified above. Interest is payable on [] and on each February 15 and August 15 thereafter to the date of payment of the Principal Amounts specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

iii. The initial Certificate shall be numbered "T-1."

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT



OFFICIAL STATEMENT
Dated _____, 2023

Ratings:
Moody's: Applied for
S&P: Applied for
See "OTHER INFORMATION –
Ratings" herein

NEW ISSUE - Book-Entry-Only

In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein including the alternative minimum tax on certain corporations.



CITY OF COLLEGE STATION, TEXAS
(a Home-Rule City located in Brazos County, Texas)

\$6,415,000*
GENERAL OBLIGATION BONDS, SERIES 2023

Dated Date: Date of Delivery

Due: February 15, as shown on page 2

Interest Accrual Date: Date of Delivery

PAYMENT TERMS. . . Interest on the \$6,415,000* City of College Station, Texas General Obligation Bonds, Series 2023 (the "Bonds") will accrue from the date of delivery, and will be payable February 15 and August 15 of each year commencing February 15, 2024 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 of principal amount or any integral multiples thereof within a maturity. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See "THE OBLIGATIONS – Book-Entry-Only System" herein. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see "THE OBLIGATIONS – Paying Agent/Registrar").

AUTHORITY FOR ISSUANCE. . . Bonds are issued pursuant to the Constitution and general laws of the State of Texas, including particularly Chapters 1251 and 1331 of the Texas Government Code, as amended, an election held in the City of College Station, Texas (the "City") on November 8, 2022 and an ordinance to be adopted by the City Council of the City (the "Bond Ordinance"). The Bonds constitute direct obligations of the City, payable from a continuing ad valorem tax levied on all taxable property within the City within the limits prescribed by law, as provided in the Bond Ordinance (see "THE OBLIGATIONS - Authority for Issuance").

PURPOSE. . . Proceeds from the sale of the Bonds will be used for (i) a new fire station and acquisition of fire trucks and public safety equipment; transportation and mobility infrastructure; parks and recreational facilities, and; (ii) professional services rendered in relation to such projects and the issuance costs of the Bonds.

CUSIP PREFIX: 194469

MATURITY SCHEDULE & 9 DIGIT CUSIP

See Schedule on page 2

SEPARATE ISSUES . . . The Bonds are being offered by the City concurrently with the issuance of the \$27,495,000* City of College Station, Texas, Certificates of Obligation, Series 2023 (the "Certificates") under a common Official Statement. The Bonds and the Certificates are separate and distinct securities offerings being issued and sold independently except for this Official Statement, and such Bonds and Certificates are hereinafter sometimes referred to collectively as the "Obligations." While the Bonds and Certificates share certain common attributes, each issue is separate from the other and should be reviewed and analyzed independently, including without limitation the type of obligation being offered, its terms of payment, the rights of the City to redeem the Obligations of either series, the federal, state or local tax consequences of the purchase, ownership or disposition of the Obligations and other features.

LEGALITY. . . The Bonds are offered for delivery, when issued, and received by the initial purchaser (the "Initial Purchaser") and subject to the opinion of the Attorney General of the State of Texas and the opinion of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel for the City (see "APPENDIX C – Form of Opinion Of Bond Counsel"). Certain legal matters will be passed upon for the City by McCall, Parkhurst & Horton, L.L.P., Dallas, Texas, Disclosure Counsel for the City.

DELIVERY. . . It is expected that the Bonds will be available for delivery through the services of DTC on or about July 6, 2023.

BIDS DUE WEDNESDAY, JUNE 21, 2023 AT 10:00 A.M. CDT

* Preliminary, subject to change.

MATURITY SCHEDULE*

\$6,415,000*
General Obligation Bonds, Series 2023

Due Feb. 15	Principal	Interest Rate	Yield	CUSIP ⁽¹⁾
2024	\$ 225,000			
2025	295,000			
2026	305,000			
2027	320,000			
2028	340,000			
2029	355,000			
2030	375,000			
2031	240,000			
2032	250,000			
2033	265,000			
2034	270,000			
2035	285,000			
2036	300,000			
2037	315,000			
2038	330,000			
2039	350,000			
2040	370,000			
2041	390,000			
2042	405,000			
2043	430,000			

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard and Poor's Financial Services LLC on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the City nor the Financial Advisor shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Bonds having stated maturities on and after February 15, 2033, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE OBLIGATIONS – Optional Redemption").

MANDATORY SINKING FUND REDEMPTION . . . In addition to the foregoing optional redemption provision, if in connection with the pricing of the Bonds the principal amounts designated in the Maturity Schedule herein are combined to create Term Bonds, each Term Bond shall be subject to mandatory sinking fund redemption commencing on February 15 of the first year which has been combined to form such Term Bond and continuing on February 15 in each year thereafter until the stated maturity date of that Term Bond, and the amount required to be redeemed in any year shall be equal to the principal amount for such year set forth in the serial maturity schedule shown above (see "THE OBLIGATIONS – Mandatory Sinking Fund Redemption").

* Preliminary, subject to change.

NEW ISSUE - Book-Entry-Only

In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Certificates will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein including the alternative minimum tax on certain corporations.



CITY OF COLLEGE STATION, TEXAS
(a Home-Rule City located in Brazos County, Texas)

\$27,495,000*
CERTIFICATES OF OBLIGATION, SERIES 2023

Dated Date: Date of Delivery
Interest Accrual Date: Date of Delivery

Due: February 15, as shown on page 4

PAYMENT TERMS. . . Interest on the \$27,495,000* City of College Station, Texas Certificates of Obligation, Series 2023 (the "Certificates") will accrue from the date of delivery, and will be payable February 15 and August 15 of each year commencing February 15, 2024 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Certificates will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of \$5,000 of principal amount or any integral multiples thereof within a maturity. **No physical delivery of the Certificates will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates. See "THE OBLIGATIONS - Book-Entry-Only System" herein. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see "THE OBLIGATIONS - Paying Agent/Registrar").

AUTHORITY FOR ISSUANCE. . . The Certificates are issued pursuant to the Constitution and general laws of the State of Texas (the "State"), particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and constitute direct obligations of the City of College Station, Texas (the "City"), payable from a combination of (i) the levy and collection of a direct and continuing ad valorem tax, levied within the limits prescribed by law, on all taxable property within the City, and (ii) subordinate lien on and pledge of \$1,000 of the surplus revenues of the City's combined water, wastewater and electric utility system, as provided in the Certificate Ordinance (see "THE OBLIGATIONS - Authority for Issuance of the Obligations" and "THE OBLIGATIONS - Security and Source of Payment").

PURPOSE. . . Proceeds from the sale of the Certificates will be used for (i) streets and roads; (ii) information technology and communications equipment; (iii) improvements and extensions to the City's combined waterworks, sewer and electric systems; and (iv) professional services rendered in relation to such projects and the issuance costs of the Certificates.

CUSIP PREFIX: 194469

MATURITY SCHEDULE & 9 DIGIT CUSIP
See Schedule on page 4

SEPARATE ISSUES. . . The Certificates are being offered by the City concurrently with the issuance of the \$6,415,000* City of College Station, Texas, General Obligation Bonds, Series 2023 (the "Bonds") under a common Official Statement. The Bonds and the Certificates are separate and distinct securities offerings being issued and sold independently except for this Official Statement, and such Bonds and Certificates are hereinafter sometimes referred to collectively as the "Obligations." While the Bonds and Certificates share certain common attributes, each issue is separate from the other and should be reviewed and analyzed independently, including without limitation the type of obligation being offered, its terms of payment, the rights of the City to redeem the Obligations of either series, the federal, state or local tax consequences of the purchase, ownership or disposition of the Obligations and other features.

LEGALITY. . . The Certificates are offered for delivery, when issued, and received by the initial purchaser (the "Initial Purchaser") and subject to the opinion of the Attorney General of the State of Texas and the opinion of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel for the City (see "APPENDIX C – Form Of Opinion Of Bond Counsel"). Certain legal matters will be passed upon for the City by McCall, Parkhurst & Horton, L.L.P., Dallas, Texas, Disclosure Counsel for the City.

DELIVERY. . . It is expected that the Certificates will be available for delivery through the services of DTC on or about July 6, 2023.

BIDS DUE THURSDAY, JUNE 8, 2023 AT 10:30 A.M. CDT

* Preliminary, subject to change.

MATURITY SCHEDULE***\$27,495,000*****Certificates of Obligation, Series 2023**

Due Feb. 15	Principal	Interest Rate	Yield	CUSIP ⁽¹⁾
2024	\$ 665,000			
2025	965,000			
2026	1,015,000			
2027	1,065,000			
2028	1,120,000			
2029	1,175,000			
2030	1,235,000			
2031	1,140,000			
2032	1,190,000			
2033	1,255,000			
2034	1,315,000			
2035	1,385,000			
2036	1,455,000			
2037	1,535,000			
2038	1,605,000			
2039	1,690,000			
2040	1,780,000			
2041	1,870,000			
2042	1,970,000			
2043	2,065,000			

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard and Poor's Financial Services LLC on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the City nor the Financial Advisor shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2033, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE OBLIGATIONS – Optional Redemption").

MANDATORY SINKING FUND REDEMPTION . . . In addition to the foregoing optional redemption provision, if in connection with the pricing of the Certificates the principal amounts designated in the Maturity Schedule herein are combined to create Term Certificates, each Term Certificate shall be subject to mandatory sinking fund redemption commencing on February 15 of the first year which has been combined to form such Term Certificate and continuing on February 15 in each year thereafter until the stated maturity date of that Term Certificate, and the amount required to be redeemed in any year shall be equal to the principal amount for such year set forth in the serial maturity schedule shown above (see "THE OBLIGATIONS – Mandatory Sinking Fund Redemption").

* Preliminary, subject to change.

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended and in effect on the date hereof (the “Rule”), this document constitutes a Preliminary Official Statement of the City with respect to the Obligations that has been deemed “final” by the City as of its date except for the omission of no more than the information permitted by the Rule.

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesperson or other person has been authorized to give information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon.

The information set forth herein has been obtained from the City and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Financial Advisor or the Initial Purchasers. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. CUSIP numbers have been assigned to this issue by CUSIP Global Services, and are included solely for the convenience of the owners of the Obligations. Neither the City, the Financial Advisor nor the Initial Purchasers shall be responsible for the selection or correctness of the CUSIP numbers shown on the inside cover page.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described.

In connection with this offering, the Initial Purchasers may over-allot or effect transactions which stabilize the market price of the issue at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Obligations are exempt from registration with the Securities and Exchange Commission and consequently have not been registered therewith. The registration, qualification, or exemption of the Obligations in accordance with applicable securities law provisions of the jurisdiction in which these securities have been registered or exempted should not be regarded as a recommendation thereof.

NEITHER THE CITY, ITS FINANCIAL ADVISOR NOR THE INITIAL PURCHASERS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY (“DTC”) OR ITS BOOK-ENTRY-ONLY SYSTEM.

Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described herein since the date hereof.

THIS OFFICIAL STATEMENT CONTAINS “FORWARD-LOOKING” STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS. See “OTHER INFORMATION – FORWARD-LOOKING STATEMENTS DISCLAIMER” herein.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this final official statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

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The cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Obligations to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

- THE CITY**..... The City of College Station, Texas (the “City”) is a political subdivision and a home-rule city of the State, located in Brazos County, Texas. The City covers approximately 51.6 square miles (see “INTRODUCTION - Description of The City”).
- THE OBLIGATIONS** The Bonds are issued as 6,415,000* City of College Station, Texas General Obligation Bonds, Series 2023. The Bonds are issued as serial bonds maturing on February 15 in each of the years 2024–2043, inclusive (see “THE OBLIGATIONS – General Description”).
- The Certificates are issued as \$27,495,000* City of College Station, Texas Certificates of Obligation, Series 2022. The Certificates are issued as serial certificates maturing on February 15 in each of the years 2024–2043, inclusive (see “THE OBLIGATIONS - General Description”).
- The Bonds and the Certificates are sometimes referred to collectively herein as the “Obligations”.
- PAYMENT OF INTEREST** Interest on the Obligations will accrue from the date of delivery, and will be payable February 15 and August 15 of each year commencing February 15, 2024 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months (see “THE OBLIGATIONS - General Description”).
- AUTHORITY FOR ISSUANCE** .. The Bonds are authorized and issued pursuant to the Constitution and general laws of the State, particularly Chapters 1241 and 1331, Texas Government Code, as amended, an election held within the City on November 8, 2022 and an ordinance to be passed by the City Council of the City (the “Bond Ordinance”) (see “THE OBLIGATIONS - Authority for Issuance”).
- The Certificates are issued pursuant to the Constitution and general laws of the State, particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and an ordinance to be passed by the City Council of the City (the “Certificate Ordinance”) (see “THE OBLIGATIONS – Authority of Issuance”).
- SECURITY FOR THE BONDS** .. The Bonds are direct obligations of the City payable from the levy and collection of a direct and continuing ad valorem tax, within the limits prescribed by law, on all taxable property located within the City, as provided in the Bond Ordinance (see “THE OBLIGATIONS - Security and Source of Payment”).
- SECURITY FOR THE CERTIFICATES**..... The Certificates constitute direct obligations of the City, secured by and payable from a combination of (i) the levy and collection of an annual direct and continuing ad valorem tax, within the limits prescribed by law, on all taxable property located within the City, and (ii) a subordinate lien on and pledge of \$1,000 of the surplus revenues derived from the City’s combined water, wastewater and electric utility system (see “THE OBLIGATIONS - Security and Source of Payment”).
- Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 Taxable Assessed Valuation for all City purposes. The Home-Rule Charter of the City adopts the constitutionally authorized maximum tax rate of \$2.50 per \$100 Taxable Assessed Valuation.
- REDEMPTION** The City reserves the right, at its option, to redeem Obligations having stated maturities on and after February 15, 2033, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see “THE OBLIGATIONS – Optional Redemption”).
- TAX EXEMPTION** In the opinion of Bond Counsel, the interest on the Obligations will be excludable from gross income for federal income tax purposes under existing law. See “TAX MATTERS” for a discussion of the opinion of Bond Counsel and Exhibit C.
- USE OF PROCEEDS** Proceeds from the sale of the Bonds will be used for (i) a new fire station and acquisition of fire trucks and public safety equipment; transportation and mobility infrastructure; parks and recreational facilities, and (ii) professional services rendered in relation to such projects and issuance costs of the Bonds.
- Proceeds from the sale of the Certificates will be used for (i) streets and roads; (ii) information technology and communication equipment; (iii) improvements and extensions to the City’s combined waterworks, sewer and electric systems; and (iv) professional services rendered in relation to such projects and the issuance costs of the Certificates

* Preliminary, subject to change.

RATINGS The presently outstanding tax supported debt of the City are rated “Aa1” by Moody's Investors Service, Inc. (“Moody's”) and “AA+” by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business (“S&P”), without regard to credit enhancement (see “OTHER INFORMATION – Ratings”). Applications have been made to Moody's and S&P for contract ratings on the Obligations.

BOOK-ENTRY-ONLY

SYSTEM The definitive Obligations will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”) pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Obligations may be acquired in denominations of \$5,000 of principal amount or any integral multiples thereof. No physical delivery of the Obligations will be made to the beneficial owners thereof. Principal of and interest on the Obligations will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Obligations (see “THE OBLIGATIONS - Book-Entry-Only System”).

PAYMENT RECORD Other than a late payment on the City's Certificates of Obligation, Series 2002 that occurred in 2003, the City has never defaulted in payment of its general obligation tax debt.

SELECTED FINANCIAL INFORMATION

Fiscal Year Ended 9/30	Estimated City Population ⁽¹⁾	Taxable Assessed Valuation ⁽²⁾	Per Capita Taxable Assessed Valuation	Net Ad Valorem Tax Debt ⁽³⁾	Per Capita Net Ad Valorem Tax Debt	Ratio Tax Debt to Taxable Assessed Valuation	Percent Total Collection
2019	121,150	\$ 9,487,074,377	\$ 78,308	\$ 197,690,000	\$ 1,632	2.08%	99.22%
2020	122,949	9,979,431,357	81,167	183,525,000	1,493	1.84%	98.78%
2021	124,710	10,079,470,032	80,823	194,901,488	1,563	1.93%	99.27%
2022	124,866	10,483,884,379	83,961	220,478,586	1,766	2.10%	98.87%
2023	126,056	11,964,153,544	94,911	218,520,275 ⁽⁴⁾	1,734 ⁽⁴⁾	1.83% ⁽⁴⁾	90.32% ⁽⁵⁾

(1) Source: The City.

(2) As reported by the Brazos Central Appraisal District; subject to change during the ensuing year.

(3) Payable from ad valorem taxes. Does not include self-supporting debt. See “Table 10 – Self-Supporting Debt” for detail on the City's self-supported tax debt.

(4) Projected, includes the Obligations. Preliminary, subject to change.

(5) Collections as of March 15, 2023. A portion of the City's taxpayer base has elected to provide split payments to the City which will be due in part on June 30.

GENERAL FUND CONSOLIDATED STATEMENT SUMMARY

	For Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Beginning Balance	\$ 48,320,092	\$ 35,742,062	\$ 28,360,567	\$ 26,790,569	\$ 22,514,523
Total Revenue	87,126,314	85,609,997	74,456,870	71,180,329	67,484,355
Total Expenditures	81,696,727	87,680,867	85,856,082	87,077,758	82,128,812
Other Financing Sources	22,723,626	16,166,209	18,780,707	17,467,427	16,214,241
Prior Period Adjustment	-	(1,517,309)	-	-	2,706,262
Ending Balance	<u>\$ 76,473,305</u>	<u>\$ 48,320,092</u>	<u>\$ 35,742,062</u>	<u>\$ 28,360,567</u>	<u>\$ 26,790,569</u>

UTILITY SYSTEM CONDENSED STATEMENT OF OPERATIONS

	For Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Revenues:					
Electric	\$ 111,860,621	\$ 102,794,575	\$ 100,369,952	\$ 102,443,382	\$ 102,511,712
Water and Wastewater	43,115,216	37,512,695	37,628,189	34,313,203	33,602,131
Interest	621,501	216,542	1,322,832	2,654,945	1,262,551
Other	4,520,337	4,508,068	4,400,186	3,558,330	2,520,335
Total Revenues	\$ 160,117,675	\$ 145,031,880	\$ 143,721,159	\$ 142,969,860	\$ 139,896,729
Expenses:					
Total Expenses	\$ 103,835,235	\$ 133,786,264 ⁽¹⁾	\$ 80,521,607	\$ 81,725,180	\$ 77,828,073
Net Available for Debt Service	\$ 56,282,440	\$ 11,245,616	\$ 63,199,552	\$ 61,244,680	\$ 62,068,656
Water Average Montly Consumption (MGW)	463,182	381,256	361,040	369,689	383,830
Wastewater Average Daily Treatment (000's gal.)	8,389	9,430	7,500	8,239	7,468
Electric Average Monthly Consumption (KWH)	77,554,460	71,670,181	70,516,104	70,995,416	72,239,944

(1) The increase in expenses relative to prior years was due predominantly for costs associated with providing electricity during winter storm Uri in February, 2021.

CITY OFFICIALS, STAFF AND CONSULTANTS

ELECTED OFFICIALS

Name	Position	Length of Service	Term Expiration	Occupation
John Nichols	Mayor	10.5 Years	November 2026	Retired Professor
Mark Smith	Council Member 1	4 Months	November 2026	Retired Public Servant
William Wright	Council Member 2	4 Months	November 2026	Production Manager
Linda Harvell	Council Member 3	6.5 Years	November 2024	Business Owner
Elizabeth Cunha	Council Member 4	2.5 Years	November 2024	Education
Bob Yancy	Council Member 5	4 Months	November 2026	Retired CEO
Dennis Maloney	Council Member 6	13.5 Years	November 2024	Business Owner

Note: After the November 2024 elections for Places 4 and 6, these positions will serve 4 year terms resulting in all council positions then serving 4 year terms moving forward.

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SELECTED ADMINISTRATIVE STAFF

Name	Position	Length of Service to the City (in Years)
Bryan Woods	City Manager	4.5 ⁽¹⁾
Jeff Capps	Deputy City Manager	30.0 ⁽²⁾
Jeff Kersten	Assistant City Manager, CFO	32.0 ⁽³⁾
Jennifer Prochazka	Assistant City Manager	23.0 ⁽⁴⁾
Adam C. Falco	City Attorney	16.0 ⁽⁵⁾
Tanya D. Smith	City Secretary	15.0 ⁽⁶⁾
Ty Elliott	Internal Auditor	16.0
Mary Ellen Leonard	Director of Finance	7.0
Gary Mechler	Director of Water Services	5.0 ⁽⁷⁾
Timothy Crabb	Director of Electric Utility	16.0 ⁽⁸⁾
Samuel Rivera	Chief Information Officer	4.0 ⁽⁹⁾
Stephen Wright	Director of Parks and Recreation	2.5 ⁽¹⁰⁾
Michael Ostrowski	Director of Planning and Development Services	2.5 ⁽¹¹⁾
Emily Fisher	Director of Public Works	10.0 ⁽¹²⁾
Alison Pond	Director of Human Resources	14.5
Colin Killian	Public Communications Director	13.0 ⁽¹³⁾

(1) New hire as City Manager in December 2018.

(2) Assistant City Manager since June 2014; previously served as Chief of Police.

(3) Assistant City Manager and Chief Financial Officer since January 2014; previously served as Executive Director of Business Services and Chief Financial Officer.

(4) Assistant City Manager since 2020, previously served as Planning and Development Services Director.

(5) City Attorney since 2022, previously served as Senior City Attorney since 2009.

(6) Appointed City Secretary in July 2017; previously served as Deputy City Secretary since 2008.

(7) New hire Director of Water Services in August 2018.

(8) Director of Electric Utility since December 2012; previously served as Assistant Director of Electric Utility.

(9) New hire as Assistant Director of Information Technology in July 2019. Appointed CIO in December 2021.

(10) New hire as Director of Parks and Recreation in December 2020.

(11) New hire as Director of Planning and Development in December 2020.

(12) Director of Public Works since 2022; previously served as CIP Manager.

(13) Public Communications Director since 2023, previously served as interim director.

CONSULTANTS AND ADVISORS

Auditors FORVIS LLP
Houston, Texas

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

Financial Advisor Hilltop Securities Inc.
Dallas, Texas

For additional information regarding the City, please contact:

Jeff Kersten, CFO
Assistant City Manager
City of College Station
1101 Texas Avenue
College Station, Texas 77840
(979) 764-3555 Phone

or

Marti Shew
Managing Director
Hilltop Securities Inc.
717 N Harwood, Suite 3400
Dallas, Texas 75201
(214) 953-4000

PRELIMINARY OFFICIAL STATEMENT
RELATING TO
CITY OF COLLEGE STATION, TEXAS
(a Home-Rule City located in Brazos County, Texas)

\$6,415,000*
GENERAL OBLIGATION BONDS, SERIES 2023

\$27,495,000*
CERTIFICATES OF OBLIGATION, SERIES 2023

INTRODUCTION

This Official Statement, which includes the cover pages and Appendices hereto, provides certain information regarding the issuance of the \$6,415,000* General Obligation Bonds, Series 2023 (the “Bonds”) and \$27,495,000* City of College Station, Texas Certificates of Obligation, Series 2023 (the “Certificates,” and together with the Bonds, herein collectively referred to as the “Obligations”). Capitalized terms used in this Official Statement have the same meanings assigned to such terms in the respective ordinances (the “Bond Ordinance” with respect to the Bonds and the “Certificate Ordinance” with respect to the Certificates), each to be adopted by the City Council of the City on the date of the sale of the Obligations and which will authorize the issuance of the Bonds and the Certificates, respectively. The Bond Ordinance and the Certificate Ordinance are herein collectively referred to as the “Ordinances”.

There follows in this Official Statement descriptions of the Obligations and certain information regarding the City and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the City's Financial Advisor, Hilltop Securities Inc., Houston, Texas.

DESCRIPTION OF THE CITY . . . The City is a political subdivision and municipal corporation of the State of Texas (the “State”), duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City was incorporated in October 1938, and first adopted its Home-Rule Charter in October 1938, which was last amended in November 2021. The City operates under a Council/City Manager form of government with a City Council comprised of the Mayor and six Council members. Some of the services that the City provides are: public safety (police and fire protection), highways and streets, electric, water and sanitary sewer utilities, health and social services, culture-recreation, public improvements, planning and zoning, and general administrative services. The 2020 Census population was 120,511 and the current estimated population of the City is 126,056. The City covers approximately 51.6 square miles.

THE OBLIGATIONS

GENERAL DESCRIPTION . . . The Obligations will bear interest from the date of delivery to the Initial Purchaser and mature on February 15 in each of the years and in the amounts shown on pages 2 and 4 hereof. Interest on the Obligations will be calculated on the basis of a 360-day year consisting of twelve 30-day months and will be payable February 15 and August 15 of each year commencing February 15, 2024 until maturity or prior redemption. The definitive Obligations will be issued only in fully registered form in any integral multiple of \$5,000 in principal amount for any one maturity and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”) pursuant to the Book-Entry-Only System described herein. No physical delivery of the Obligations will be made to the beneficial owners thereof. Principal of and interest on the Obligations will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Obligations (see “Book-Entry-Only System”).

AUTHORITY FOR ISSUANCE OF THE OBLIGATIONS. . . The Bonds are being authorized and issued pursuant to the Constitution and general laws of the State, particularly Chapters 1251 and 1331, Texas Government Code, as amended, an election held in the City on November 8, 2022 (the “Election”), and the Bond Ordinance. (see “Table 11 - Authorized But Unissued General Obligation Bonds”).

The Certificates are being issued pursuant to the Constitution and general laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and the Certificate Ordinance.

SECURITY AND SOURCE OF PAYMENT . . . The Obligations constitute direct obligations of the City payable from an annual direct and continuing ad valorem tax levied against all taxable property within the City, within the limits prescribed by law. In addition, the Certificates are additionally secured by and payable from a subordinate lien on and pledge of \$1,000 of the surplus revenues of the City's combined water, wastewater and electric utility system.

* Preliminary, subject to change.

TAX RATE LIMITATION . . . All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax debt within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 Taxable Assessed Valuation for all City purposes. The Home-Rule Charter of the City adopts the constitutionally authorized maximum tax rate of \$2.50 per \$100 Taxable Assessed Valuation. Administratively, the Attorney General of the State of Texas will permit allocation of \$1.50 of the \$2.50 maximum tax rate for all debt service for obligations payable from annual ad valorem property taxes, as calculated at the time of issuance.

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Obligations having stated maturities on and after February 15, 2033, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2032, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Obligations are to be redeemed, the City shall determine the Obligations, or portions thereof, within such maturity to be redeemed. If Obligations (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Obligations (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

MANDATORY SINKING FUND REDEMPTION . . . In the event any of the Obligations are structured as “term” Obligations, such term Obligations will be subject to mandatory sinking fund redemption in accordance with the applicable provisions of the Ordinances, which provisions will be included in the final Official Statement.

NOTICE OF REDEMPTION . . . Not less than 30 days prior to a redemption date for the Obligations, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the registered owners of the Obligations to be redeemed, in whole or in part, at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar. ANY NOTICE SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN, WHETHER OR NOT THE REGISTERED OWNER RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN, THE OBLIGATIONS CALLED FOR REDEMPTION SHALL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY OBLIGATION OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH OBLIGATION OR PORTION THEREOF SHALL CEASE TO ACCRUE.

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

BOOK-ENTRY-ONLY SYSTEM . . . *This section describes how ownership of the Obligations is to be transferred and how the principal of and interest on the Obligations are to be paid to and credited by the DTC while the Obligations are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Financial Advisor and the Underwriters believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.*

The City, the Financial Advisor and the Initial Purchaser cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Obligations, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Obligations), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate for each maturity will be issued for the Obligations, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, 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 pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers,

banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). Direct Participants and Indirect Participants are referred to collectively herein as “Participants”. DTC is rated AA+ by Standard and Poor’s. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for such purchases on DTC’s records. The ownership interest of each actual purchaser of each Obligations (“Beneficial Owner”) is in turn to be recorded on the Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Obligations are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Obligations, except in the event that use of the book-entry system described herein is discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Obligations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Obligations; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Obligations are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Obligations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Obligations, such as redemptions, tenders, defaults, and proposed amendments to the Obligation documents. For example, Beneficial Owners of Obligations may wish to ascertain that the nominee holding the Obligations for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Obligations within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Obligations unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Obligations will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City and the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and the Paying Agent/Registrar. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and reimbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as depository with respect to the Obligations at any time by giving reasonable notice to the City and the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Obligations are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Obligations will be printed and delivered.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Obligations are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Obligations, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Ordinances will be given only to DTC.

Information concerning DTC and the Book-Entry System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the City or the Initial Purchaser.

PAYING AGENT/REGISTRAR . . . The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. In the Ordinances, the City retains the right to replace the Paying Agent/Registrar. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Obligations are duly paid and any successor Paying Agent/Registrar must be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Obligations. Upon any change in the Paying Agent/Registrar for the Obligations, the City will promptly cause a written notice thereof to be sent to each registered owner of the Obligations by United States mail, first class, postage prepaid, which notice will also include the address of the new Paying Agent/Registrar.

TRANSFER, EXCHANGE AND REGISTRATION . . . In the event the Book-Entry-Only System should be discontinued, the Obligations may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender thereof to the Paying Agent/Registrar and such transfer or exchange will be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Obligations may be assigned by the execution of an assignment form on the respective Obligations or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Obligations will be delivered by the Paying Agent/Registrar, in lieu of the Obligations being transferred or exchanged, at the corporate trust office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. To the extent possible, new Obligations issued in an exchange or transfer of Obligations will be delivered to the registered owner or assignee of the registered owner in not more than three business days after the receipt of the Obligations to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Obligations registered and delivered in an exchange or transfer will be in any integral multiple of \$5,000 for any one maturity and for a like aggregate principal amount as the Obligations surrendered for exchange or transfer. See "Book-Entry-Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Obligations. Neither the City nor the Paying Agent/Registrar will be required to transfer or exchange any Obligation called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation of transfer will not be applicable to an exchange by the registered owner of the uncalled balance of a Obligation.

RECORD DATE FOR INTEREST PAYMENT . . . The record date ("Record Date") for determining the person to whom the interest is payable on the Obligations on any interest payment date means the close of business on the last business day of the preceding month.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (a "Special Payment Date," which will be 15 days after the Special Record Date) will be sent at least five days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Holder of an Obligation appearing on the registration books of the Paying Agent/Registrar at the close of business on the day next preceding the date of mailing of such notice.

DEFEASANCE . . . The Ordinances provide for the defeasance of the Obligations when the payment of the principal of and premium, if any, on the Obligations, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), is provided by irrevocably depositing with a paying agency, in trust (1) money sufficient to make such payment or (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times to insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Obligations. The Ordinances provide that "Defeasance Securities" means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (d) any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, retire or otherwise discharge obligations such as the Obligations. The City may modify or restrict the categories of eligible of Defeasance Securities to accommodate requests from the Initial Purchaser. The City has additionally reserved the right, subject to satisfying the requirement of (1) and (2) above, to substitute other Defeasance Securities for the Defeasance Securities originally deposited, to reinvestment the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Obligations. Because the Ordinances do not contractually limit such investments, registered owners will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used for defeasance purposes or that for any other Governmental Security will be maintained at any particular rating category.

REMEDIES OF HOLDERS OF OBLIGATIONS. . . The Ordinances establish specific events of default with respect to the Obligations. If the City defaults in the payment of the principal of or interest on the Obligations when due or the City defaults in the observance or performance of any of the covenants, conditions, or obligations of the City, the failure to perform which materially, adversely affects the rights of the owners of the Obligations including but not limited to, their prospect or ability to be repaid in accordance with the Ordinances, and the continuation

thereof for a period of 60 days after notice of such default is given by any owner to the City, the Ordinances provide that any registered owner is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the City to make such payment or observe and perform such covenants, obligations, or conditions. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Obligations or the Ordinances and the City's obligations are not uncertain or disputed. Chapter 1371, Texas Government code, which pertains to the issuance of public securities by issuers such as the City, permits the City to waive sovereign immunity in the proceedings authorizing its bonds, but in connection with the issuance of the Obligations, the City has not waived sovereign immunity, and therefore, holders may not be able to bring such a suit against the City for breach of the of Ordinances covenants in the absence of City action. The issuance of a writ of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Obligations in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Ordinances do not provide for the appointment of a trustee to represent the interest of the holders of the Obligations upon any failure of the City to perform in accordance with the terms of the Ordinances, or upon any other condition and accordingly all legal actions to enforce such remedies would have to undertaken of the initiative of, and be financed by, the registered owners of the Obligations. On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages, registered owners of the Obligations may not be able to bring such a suit against City for breach of the of covenants contained in the Ordinances. Even if a judgment against the City could be obtained, it could not be enforced by direct levy and execution against the City's property. Further, the registered owners cannot themselves foreclose on property within the City or sell property within the City to enforce the tax lien on taxable property to pay the principal of and interest on the Obligations.

The City is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of ad valorem taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or registered owners of the Obligations of an entity which has sought protection under Chapter 9. Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Obligations are qualified with respect to the customary rights of debtors relative to their creditors, principles of sovereign immunity and by general principles of equity which permit the exercise of judicial discretion.

SOURCES AND USES OF OBLIGATIONS PROCEEDS . . . Proceeds from the sale of the Obligations, are expected to be expended as follows:

Sources of Funds	The Bonds	The Certificates
Par Amount	\$ -	\$ -
Issue Premium		
Total Uses of Funds	<u>\$ -</u>	<u>\$ -</u>
Use of Funds		
Deposit to Project Fund	\$ -	\$ -
Underwriter's Discount		
Costs of Issuance		
Total Uses of Funds	<u>\$ -</u>	<u>\$ -</u>

TAX INFORMATION

The following is a summary of certain provisions of State law as it relates to ad valorem taxation and is not intended to be complete. Prospective investors are encouraged to review Title I of the Texas Tax Code, as amended (the "Property Tax Code"), for identification of property subject to ad valorem taxation, property exempt or which may be exempted from ad valorem taxation if claimed, the appraisal of property for ad valorem tax purposes, and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

2023 LEGISLATIVE SESSION . . . The 88th Texas Legislature convened on January 10, 2023 and will conclude on May 29, 2023. Thereafter, the Governor of Texas (the "Governor") may call one or more additional special sessions which may last no more than 30 days and for which the Governor sets the agenda. During the legislative session, the Legislature will consider a general appropriations act and may consider legislation affecting ad valorem taxation procedures affecting cities including debt obligations and public securities issued by cities. The City can make no representations or predictions regarding any actions the Legislature may take during the 88th Texas legislative session concerning the substance or the effect of any legislation that may be passed in the future or how such legislation could affect the City.

VALUATION OF TAXABLE PROPERTY . . . The Property Tax Code provides for countywide appraisal and equalization of taxable property values and establishes in each county of the State an appraisal district and an appraisal review board (the "Appraisal Review Board") responsible for appraising property for all taxing units within the county. The appraisal of property within the City is the responsibility of the

Brazos Central Appraisal District (the “Appraisal District”). Except as generally described below, the Appraisal District is required to appraise all property within the Appraisal District on the basis of 100% of its market value and is prohibited from applying any assessment ratios. In determining market value of property, the Appraisal District is required to consider the cost method of appraisal, the income method of appraisal and the market data comparison method of appraisal, and use the method the chief appraiser of the Appraisal District considers most appropriate. The Property Tax Code requires appraisal districts to reappraise all property in its jurisdiction at least once every three (3) years. A taxing unit may require annual review at its own expense, and is entitled to challenge the determination of appraised value of property within the taxing unit by petition filed with the Appraisal Review Board.

State law requires the appraised value of an owner’s principal residence (“homestead” or “homesteads”) to be based solely on the property’s value as a homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a homestead to the lesser of (1) the market value of the property or (2) 110% of the appraised value of the property for the preceding tax year plus the market value of all new improvements to the property.

State law provides that eligible owners of both agricultural land and open-space land, including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity. The same land may not be qualified as both agricultural and open-space land.

The appraisal values set by the Appraisal District are subject to review and change by the Appraisal Review Board. The appraisal rolls, as approved by the Appraisal Review Board, are used by taxing units, such as the City, in establishing their tax rolls and tax rates (see “Tax Information – City and Taxpayer Remedies”).

STATE MANDATED HOMESTEAD EXEMPTIONS . . . State law grants, with respect to each city in the State, various exemptions for disabled veterans and their families, surviving spouses of members of the armed services killed in action, and surviving spouses of first responders killed or fatally wounded in the line of duty.

LOCAL OPTION HOMESTEAD EXEMPTIONS . . . The governing body of a taxing unit, including a city, county, school district, or special district, at its option may grant: (1) an exemption of up to 20% of the appraised value of all homesteads (but not less than \$5,000) and (2) an additional exemption of at least \$3,000 of the appraised value of the homesteads of persons sixty-five (65) years of age or older and the disabled. Each taxing unit decides if it will offer the local option homestead exemptions and at what percentage or dollar amount, as applicable. The exemption described in (2), above, may be created, increased, decreased or repealed at an election called by the governing body of a taxing unit upon presentment of a petition for such creation, increase, decrease, or repeal of at least 20% of the number of qualified voters who voted in the preceding election of the taxing unit.

LOCAL OPTION FREEZE FOR THE ELDERLY AND DISABLED . . . The governing body of a county, municipality or junior college district may, at its option, provide for a freeze on the total amount of ad valorem taxes levied on the homesteads of persons 65 years of age or older or of disabled persons above the amount of tax imposed in the year such residence qualified for such exemption. Also, upon voter initiative, an election may be held to determine by majority vote whether to establish such a freeze on ad valorem taxes. Once the freeze is established, the total amount of taxes imposed on such homesteads cannot be increased except for certain improvements, and such freeze cannot be repealed or rescinded.

PERSONAL PROPERTY . . . Tangible personal property (furniture, machinery, supplies, inventories, etc.) used in the “production of income” is taxed based on the property’s market value. Taxable personal property includes income-producing equipment and inventory. Intangibles such as goodwill, accounts receivable, and proprietary processes are not taxable. Tangible personal property not held or used for production of income, such as household goods, automobiles or light trucks, and boats, is exempt from ad valorem taxation unless the governing body of a taxing unit elects to tax such property.

FREEPORT AND GOODS-IN-TRANSIT EXEMPTIONS . . . Certain goods that are acquired in or imported into the State to be forwarded outside the State, and are detained in the State for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication (“Freeport Property”) are exempt from ad valorem taxation unless a taxing unit took official action to tax Freeport Property before April 1, 1990 and has not subsequently taken official action to exempt Freeport Property. Decisions to continue taxing Freeport Property may be reversed in the future; decisions to exempt Freeport Property are not subject to reversal.

Certain goods that are acquired in or imported into the State to be forwarded to another location within or without the State, stored in a location that is not owned by the owner of the goods and are transported to another location within or without the State within 175 days (“Goods-in-Transit”), are generally exempt from ad valorem taxation; however, the Property Tax Code permits a taxing unit, on a local option basis, to tax Goods-in-Transit if the taxing unit takes official action after conducting a public hearing, before January 1 of the first tax year in which the taxing unit proposes to tax Goods-in-Transit. Goods-in-Transit and Freeport Property do not include oil, natural gas or petroleum products, and Goods-in-Transit does not include aircraft or special inventories such as manufactured housing inventory, or a dealer’s motor vehicle, boat, or heavy equipment inventory.

A taxpayer may receive only one of the Goods-in-Transit or Freeport Property exemptions for items of personal property.

OTHER EXEMPT PROPERTY . . . Other major categories of exempt property include property owned by the State or its political subdivisions if used for public purposes, property exempt by federal law, property used for pollution control, farm products owned by producers, property of nonprofit corporations used for scientific research or educational activities benefitting a college or university, designated historic sites, solar and wind-powered energy devices, and certain classes of intangible personal property.

TAX INCREMENT REINVESTMENT ZONES . . . A city or county, by petition of the landowners or by action of its governing body, may create one or more tax increment reinvestment zones (“TIRZ”) within its boundaries. At the time of the creation of the TIRZ, a “base value” for the real property in the TIRZ is established and the difference between any increase in the assessed valuation of taxable real property in the TIRZ in excess of the base value is known as the “tax increment”. During the existence of the TIRZ, all or a portion of the taxes levied against the tax increment by a city or county, and all other overlapping taxing units that elected to participate, are restricted to paying only planned project and financing costs within the TIRZ and are not available for the payment of other obligations of such taxing units.

TAX ABATEMENT AGREEMENTS . . . Taxing units may also enter into tax abatement agreements to encourage economic development. Under the agreements, a property owner agrees to construct certain improvements on its property. The taxing unit, in turn, agrees not to levy a tax on all or part of the increased value attributable to the improvements until the expiration of the agreement. The abatement agreement could last for a period of up to 10 years. See “Tax Information – Tax Abatement Policy” for descriptions of the City’s tax abatement program.

For a discussion of how the various exemptions described above are applied by the City, see “Tax Information – City Application of Property Tax Code” herein.

TEMPORARY EXEMPTION FOR QUALIFIED PROPERTY DAMAGED BY A DISASTER . . . The Property Tax Code entitles the owner of certain qualified (i) tangible personal property used for the production of income, (ii) improvements to real property, and (iii) manufactured homes located in an area declared by the governor to be a disaster area following a disaster and is at least 15 percent damaged by the disaster, as determined by the chief appraiser, to an exemption from taxation of a portion of the appraised value of the property. The amount of the exemption ranges from 15 percent to 100 percent based upon the damage assessment rating assigned by the chief appraiser. Except in situations where the territory is declared a disaster on or after the date the taxing unit adopts a tax rate for the year in which the disaster declaration is issued, the governing body of the taxing unit is not required to take any action in order for the taxpayer to be eligible for the exemption. If a taxpayer qualifies for the exemption after the beginning of the tax year, the amount of the exemption is prorated based on the number of days left in the tax year following the day on which the governor declares the area to be a disaster area. For more information on the exemption, reference is made to Section 11.35 of the Property Tax Code.

On April 13, 2020, the Attorney General of Texas released his opinion that “a court would likely conclude that the Legislature intended to limit the temporary tax exemption to apply to property physically harmed as a result of a declared disaster. Thus, purely economic, non-physical damage to property caused by the COVID-19 disaster is not eligible for the temporary tax exemption provided by section 11.35 of the Tax Code.” Tex. Att’y Gen. Op. No. KP-0299 (2020).

CITY AND TAXPAYER REMEDIES . . . Under certain circumstances, taxpayers and taxing units, including the City, may appeal the determinations of the Appraisal District by timely initiating a protest with the Appraisal Review Board. Additionally, taxing units such as the City may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

Beginning in the 2021 tax year, owners of certain property with a taxable value in excess of the current year “minimum eligibility amount”, as determined by the State Comptroller, and situated in a county with a population of one million or more, may protest the determinations of an appraisal district directly to a three-member special panel of the appraisal review board, appointed by the chairman of the appraisal review board, consisting of highly qualified professionals in the field of property tax appraisal. The minimum eligibility amount is set at \$50 million for the 2021 tax year, and is adjusted annually by the State Comptroller to reflect the inflation rate.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the City and provides for taxpayer referenda that could result in the repeal of certain tax increases (see “Tax Information – Public Hearing and Maintenance and Operations Tax Rate Limitations”). The Property Tax Code also establishes a procedure for providing notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

LEVY AND COLLECTION OF TAXES . . . The City is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. Taxes are due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty of up to twenty percent (20%) if imposed by the City. The delinquent tax also accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes for certain taxpayers. Furthermore, the City may provide, on a local option basis, for the split payment, partial payment, and discounts for early payment of taxes under certain circumstances.

PUBLIC HEARING AND MAINTENANCE AND OPERATIONS TAX RATE LIMITATIONS . . . The following terms as used in this section have the meanings provided below:

“adjusted” means lost values are not included in the calculation of the prior year’s taxes and new values are not included in the current year’s taxable values.

“de minimis rate” means the maintenance and operations tax rate that will produce the prior year’s total maintenance and operations tax levy (adjusted) from the current year’s values (adjusted), plus the rate that produces an additional \$500,000 in tax revenue when applied to the current year’s taxable value, plus the debt service tax rate.

“no-new-revenue tax rate” means the combined maintenance and operations tax rate and debt service tax rate that will produce the prior year’s total tax levy (adjusted) from the current year’s total taxable values (adjusted).

“special taxing unit” means a city for which the maintenance and operations tax rate proposed for the current tax year is 2.5 cents or less per \$100 of taxable value.

“unused increment rate” means the cumulative difference between a city’s voter-approval tax rate and its actual tax rate for each of the tax years 2021 through 2022, which may be applied to a city’s tax rate in tax years 2021 through 2023 without impacting the voter-approval tax rate.

“voter-approval tax rate” means the maintenance and operations tax rate that will produce the prior year’s total maintenance and operations tax levy (adjusted) from the current year’s values (adjusted) multiplied by 1.035, plus the debt service tax rate, plus the “unused increment rate.”

The City’s tax rate consists of two components: (1) a rate for funding of maintenance and operations expenditures in the current year (the “maintenance and operations tax rate”), and (2) a rate for funding debt service in the current year (the “debt service tax rate”). Under State law, the assessor for the City must submit an appraisal roll showing the total appraised, assessed, and taxable values of all property in the City to the City Council by August 1 or as soon as practicable thereafter.

A city must annually calculate its “voter-approval tax rate” and “no-new-revenue tax rate” (as such terms are defined above) in accordance with forms prescribed by the State Comptroller and provide notice of such rates to each owner of taxable property within the city and the county tax assessor-collector for each county in which all or part of the city is located. A city must adopt a tax rate before the later of September 30 or the 60th day after receipt of the certified appraisal roll, except that a tax rate that exceeds the voter-approval tax rate must be adopted not later than the 71st day before the next occurring November uniform election date. If a city fails to timely adopt a tax rate, the tax rate is statutorily set as the lower of the no-new-revenue tax rate for the current tax year or the tax rate adopted by the city for the preceding tax year.

As described below, the Property Tax Code provides that if a city adopts a tax rate that exceeds its voter-approval tax rate or, in certain cases, its “de minimis rate”, an election must be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

A city may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until each appraisal district in which such city participates has delivered notice to each taxpayer of the estimated total amount of property taxes owed and the city has held a public hearing on the proposed tax increase.

For cities with a population of 30,000 or more as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the voter-approval tax rate, that city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

For cities with a population less than 30,000 as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the greater of (i) the voter-approval tax rate or (ii) the de minimis rate, the city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate. However, for any tax year during which a city has a population of less than 30,000 as of the most recent federal decennial census and does not qualify as a special taxing unit, if a city’s adopted tax rate is equal to or less than the de minimis rate but greater than both (a) the no-new-revenue tax rate, multiplied by 1.08, plus the debt service tax rate or (b) the city’s voter-approval tax rate, then a valid petition signed by at least three percent of the registered voters in the city would require that an election be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

Any city located at least partly within an area declared a disaster area by the Governor of the State or the President of the United States during the current year may calculate its “voter-approval tax rate” using a 1.08 multiplier, instead of 1.035, until the earlier of (i) the second tax year in which such city’s total taxable appraised value exceeds the taxable appraised value on January 1 of the year the disaster occurred, or (ii) the third tax year after the tax year in which the disaster occurred.

State law provides cities and counties in the State the option of assessing a maximum one-half percent (1/2%) sales and use tax on retail sales of taxable items for the purpose of reducing its ad valorem taxes, if approved by a majority of the voters in a local option election. If the additional sales and use tax for ad valorem tax reduction is approved and levied, the no-new-revenue tax rate and voter-approval tax rate must be reduced by the amount of the estimated sales tax revenues to be generated in the current tax year.

The calculations of the no-new-revenue tax rate and voter-approval tax rate do not limit or impact the City’s ability to set a debt service tax rate in each year sufficient to pay debt service on all of the City’s tax-supported debt obligations, including the Obligations.

Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

DEBT TAX RATE LIMITATIONS . . . All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax supported debt, within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 of Taxable Assessed Valuation. Administratively, the Attorney General of the State of Texas will permit allocation of \$1.50 of the \$2.50 maximum tax rate for all debt service on ad valorem tax-supported debt, as calculated at the time of issuance.

THE CITY'S RIGHTS IN THE EVENT OF TAX DELINQUENCIES . . . Taxes levied by the City are a personal obligation of the owner of the property. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of each taxing unit, including the City, having power to tax the property. The City's tax lien is on a parity with tax liens of such other taxing units. A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the City is determined by applicable federal law. Personal property, under certain circumstances, is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the City may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property.

Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, adverse market conditions, taxpayer redemption rights, or bankruptcy proceedings which restrain the collection of a taxpayer's debt.

Federal bankruptcy law provides that an automatic stay of actions by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases, post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

CITY APPLICATION OF PROPERTY TAX CODE . . . The City grants a 5% exemption to the market value of the residence homestead. It also grants an exemption to the market value of the residence homestead of persons 65 years of age or older of \$30,000.

Ad valorem taxes are not levied by the City against the exempt value of residence homesteads for the payment of debt.

The City does not tax nonbusiness personal property.

The City does permit split payments, but discounts are not allowed.

The City does collect the additional one-half percent sales tax for reduction of ad valorem taxes.

The City has adopted a tax abatement policy.

An election was held on May 10, 2008 and the voters of College Station approved the ad valorem tax freeze for residential homesteads for disabled and age 65 or older persons.

Brazos County collects the taxes for the City.

TAX ABATEMENT POLICY . . . The City has established tax abatement guidelines and criteria for economic development prospects in the City. In order to be eligible for designation as a Reinvestment Zone and receive tax abatement, the planned improvement:

1. Must be expected to have an increased appraised ad valorem tax value of at least \$1,000,000 based upon the Brazos Central Appraisal District's assessment of the eligible property.
2. Must be expected to prevent the loss of payroll or retain, increase or create a payroll on a permanent basis in the City.

The following factors among others should be considered in determining whether to grant tax abatement and, if so, the percentage of value to be abated and the duration of the tax abatement:

1. Value of land and existing improvements, if any;
2. Type and value of proposed improvements;
3. Productive life of proposed improvements;
4. Number of existing jobs to be retained by proposed improvements;
5. Number of type of new jobs to be created by proposed improvements;

6. Amount of local payroll to be created;
7. Whether persons residing or projected to reside within the City will have the opportunity to fill the new jobs being created;
8. Amount of local taxes to be generated directly;
9. Amount of property tax base valuation which will be increased during term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than \$1,000,000;
10. The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements;
11. The amount of ad valorem taxes to be paid to the City during the abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;
12. The population growth of the City that occurs directly as result of new improvements;
13. The types of public improvements, if any, to be made by the applicant seeking abatement;
14. Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
15. The impact on the business opportunities of existing businesses;
16. The attraction of other new businesses to the area;
17. The overall compatibility with the zoning ordinances and comprehensive plan for the area; and/or
18. Whether the project is environmentally compatible with no negative impact on quality of life perceptions.

Neither a Reinvestment Zone nor abatement agreement shall be authorized if it is determined that:

1. There would be substantial adverse affect on the provision of government service or tax base;
2. The applicant has insufficient financial capacity;
3. Planned or potential use of the property would constitute a hazard to public safety, health or morals;
4. Violation of other code or laws;
5. The agreement was signed after the commencement of construction, alteration or installation of improvements related to the project;
or
6. Any other reason deemed appropriate by the City Council

ECONOMIC DEVELOPMENT . . . In the fall of 2013, the College Station City Council adopted an Economic Development Master Plan. This document represents the City's first such effort and joins the many other Master Plans, Neighborhood, Corridor, and District Plans created to aid in successful implementation of the Comprehensive Plan. The Master Plan defines the goals and objectives of the City's economic development efforts and lays out strategies and detailed actions to achieve these goals and objectives. This plan was updated in 2020 to reflect the evolving market and identify strategic initiatives and targeted industries. The plan outlined the following initiatives that the City's economic development program area should focus its efforts on: attract and expand destination entertainment and hospitality activities; support retail and redevelopment opportunities; enhance community health and wellness; support expansion of population and corporate investment; partner with regional allies to attract and expand high-end investment; and enhance high quality of life.

Furthermore, the Plan also detailed ongoing monitoring, and identified a series of formal economic development policy guidelines that were also adopted. These guidelines state that in order to ensure the ongoing competitiveness of the community, no State authorized incentive should immediately be discounted. The Texas Constitution and multiple State statutes identify the role of economic development by both the State and its municipalities as a public purpose. While recognizing there is no standard strategy, policy, or program for economic development, the Texas Legislature has created a vast array of tools that local governments have at their disposal. The objective of these tools is to not only encourage development and diversification of the Texas economy, but to simultaneously enhance the participating community's overall quality of life. Incentives to consider may include, but not be limited to: Chapter 380 financing; development fee rebates; enterprise zone program sponsorship; Freeport exemptions; infrastructure assistance; land transactions; delayed annexation or limited purpose annexation; special districts; reinvestment zones (tax abatement or tax increment); and fast track development process.

The City and the City of Bryan, Texas have also entered into an "Interlocal Cooperation and Joint Development Agreement" (the "Interlocal Agreement") in connection with implementing a joint economic development program known as the Joint Research Valley BioCorridor Development Project (the "Project"). Under the terms of the Interlocal Agreement, the City will make funds available to the City of Bryan, and the City of Bryan will make funds available to the City, for certain defined public infrastructure projects that are intended to enhance development of the Project. The obligations of each city under the Interlocal Agreement shall not constitute a debt for purposes of any provision of the State Constitution, and are intended to be paid from the general revenues of each city.

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TABLE 1 - VALUATION, EXEMPTIONS AND GENERAL OBLIGATION DEBT

2022/2023 Market Valuation Established by Brazos Central Appraisal District (excluding exempt property)		\$ 12,727,149,044
Less Exemptions/Reductions at 100% Market Value:		
Productivity Loss	\$ 122,712,187	
Over 65 Homestead Exemptions	116,435,333	
Cap Loss	209,830,162	
Pollution Control	207,845	
Member Armed Service Surviving Spouse	763,706	
Solar	356,377	
Freeport	34,697,113	
Disabled Veteran	79,247,721	
Homestead	198,108,667	
First Responders Surviving Spouse	636,379	762,995,490
2022/2023 Taxable Assessed Valuation		<u>\$ 11,964,153,554 ⁽¹⁾</u>
Debt Payable from Ad Valorem Taxes (as of 4/1/2022)		
Certificates of Obligation, Series 2013	\$ 6,070,000	
General Obligation Improvement and Refunding Bonds, Series 2013	7,320,000	
Certificates of Obligation, Series 2014	19,015,000	
General Obligation Improvement and Refunding Bonds, Series 2014	14,430,000	
Certificates of Obligation, Series 2016	16,655,000	
General Obligation Improvement and Refunding Bonds, Series 2016	23,250,000	
General Obligation Improvement and Refunding Bonds, Series 2017	23,390,000	
Certificates of Obligation, Series 2017	42,760,000	
Certificates of Obligation, Series 2018	28,755,000	
Certificates of Obligation, Series 2019	62,070,000	
Certificates of Obligation, Series 2020	18,540,000	
General Obligation Refunding Bonds, Series 2020	11,910,000	
General Obligation Refunding Bonds, Series 2020A	11,245,000	
Certificates of Obligation, Series 2021	49,385,000	
Certificates of Obligation, Series 2022	65,410,000	
The Bonds ⁽²⁾	6,415,000	
The Certificates ⁽²⁾	27,495,000	434,115,000
Less: Self Supporting Debt ⁽³⁾		\$ 230,111,414
Less: Interest and Sinking Fund as of 2/1/2023		26,562,159
Net Debt Payable from Ad Valorem Taxes ⁽⁴⁾		<u>\$ 177,441,427</u>
Ratio of Net Debt Payable from Ad Valorem Taxes to Taxable Assessed Valuation ⁽⁴⁾		1.48%
2023 Estimated Population - 126,056		
Per Capita Taxable Assessed Valuation - \$94,911		
Per Capita Net Funded Debt - \$1,408		

- (1) Certified taxable assessed valuation for tax year 2022 as reported by the Brazos Central Appraisal District. This amount is subject to change during ensuing year.
- (2) Preliminary, subject to change. The debt service on a portion of the Certificates will be internally allocated by the City as being payable from the surplus revenues from the respective enterprise funds. Although the City expects to pay for this portion of the Certificates with surplus enterprise funds, the Certificates are secured solely by a pledge of ad valorem taxes and by a pledge of combined utility system surplus net revenues limited to \$1,000. See "THE OBLIGATIONS - Security and Source of Payment." There is no guarantee that payments from these enterprise funds will be made. If payments are not made from the enterprise funds, the City will be required to levy ad valorem taxes in amounts sufficient to make such payments.
- (3) In the past, the City has sold certificates of obligation to finance projects for the City's water and sewer system, and electric system and has internally allocated portions of this debt as payable from the respective enterprise funds. The self-supporting amounts listed above are projections of debt that is expected to be retired by the City based on actual historical payments from these funds to pay for debt service the outstanding certificates of obligation. There is no guarantee that payments from these funds will continue in the future. Includes a portion of the Certificates. See "DEBT INFORMATION - TABLE 10 - Self Supporting Debt." Preliminary, subject to change.
- (4) Net of Interest and Sinking Fund as of February 1, 2023.

TABLE 2 - TAXABLE ASSESSED VALUATIONS BY CATEGORY

Category	Taxable Appraised Value, Fiscal Year Ending September 30,					
	2023		2022		2021	
	Amount	% of Total	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	\$ 7,275,649,496	57.17%	\$ 6,149,791,788	55.97%	\$ 5,811,512,587	55.20%
Real, Residential, Multi-Family	2,416,751,377	18.99%	2,205,779,501	20.07%	2,152,451,222	20.44%
Real, Vacant Lots/Tracts	185,802,426	1.46%	192,135,685	1.75%	176,239,728	1.67%
Real, Acreage (Land Only)	124,109,083	0.98%	122,899,435	1.12%	107,408,833	1.02%
Real, Farm and Ranch Improvements	75,424,161	0.59%	74,092,458	0.67%	70,754,199	0.67%
Real, Commercial/Industrial	1,958,551,230	15.39%	1,704,356,374	15.51%	1,675,685,747	15.92%
Real, Oil, Gas & Other Mineral Reserves	8,912,023	0.07%	2,362,709	0.02%	5,628,541	0.05%
Real and Tangible Personal, Utilities	61,792,187	0.49%	50,984,103	0.46%	41,370,586	0.39%
Tangible Personal, Business	558,179,677	4.39%	434,294,250	3.95%	413,595,878	3.93%
Tangible Personal, Other	2,216,385	0.02%	2,278,571	0.02%	2,317,808	0.02%
Real Property Inventory	31,834,604	0.25%	27,019,742	0.25%	43,992,153	0.42%
Special Inventory	27,926,395	0.22%	21,708,275	0.20%	27,647,427	0.26%
Total Appraised Value Before Exemptions	\$ 12,727,149,044	100.00%	\$ 10,987,702,891	100.00%	\$ 10,528,604,709	100.00%
Less: Total Exemptions/Reductions	762,995,490		503,818,512		449,134,677	
Taxable Assessed Value	<u>\$ 11,964,153,554</u>		<u>\$ 10,483,884,379</u>		<u>\$ 10,079,470,032</u>	

Category	Taxable Appraised Value, Fiscal Year Ending September 30,			
	2020		2019	
	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	\$ 5,654,665,682	54.26%	\$ 5,420,353,263	54.67%
Real, Residential, Multi-Family	2,165,512,093	20.78%	2,014,388,746	20.32%
Real, Vacant Lots/Tracts	170,205,829	1.63%	181,379,036	1.83%
Real, Acreage (Land Only)	111,699,300	1.07%	107,486,185	1.08%
Real, Farm and Ranch Improvements	73,131,172	0.70%	92,572,477	0.93%
Real, Commercial/Industrial	1,722,395,856	16.53%	1,612,617,746	16.27%
Real, Oil, Gas & Other Mineral Reserves	7,641,206	0.07%	12,619,033	0.13%
Real and Tangible Personal, Utilities	41,354,350	0.40%	40,945,210	0.41%
Tangible Personal, Business	415,420,441	3.99%	389,192,346	3.93%
Tangible Personal, Other	2,384,330	0.02%	2,441,400	0.02%
Real Property Inventory	37,101,583	0.36%	23,400,278	0.24%
Special Inventory	19,926,390	0.19%	16,814,030	0.17%
Total Appraised Value Before Exemptions	\$ 10,421,438,232	100.00%	\$ 9,914,209,750	100.00%
Less: Total Exemptions/Reductions	442,006,875		427,135,373	
Taxable Assessed Value	<u>\$ 9,979,431,357</u>		<u>\$ 9,487,074,377</u>	

NOTE: Valuations shown are certified taxable assessed values reported by the Brazos Central Appraisal District to the State Comptroller of Public Accounts. Certified values are subject to change throughout the year as contested values are resolved and the Appraisal District updates records.

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TABLE 3 - VALUATION AND GENERAL OBLIGATION DEBT HISTORY

Fiscal Year Ended 9/30	Estimated Population ⁽¹⁾	Taxable Assessed Valuation ⁽²⁾	Taxable Assessed Valuation Per Capita	Net G.O. Tax Debt ⁽³⁾	Ratio of Net G.O. Tax Debt to Taxable Assessed Valuation	Net G.O. Tax Debt Per Capita
2019	121,150	\$ 9,487,074,377	\$ 78,308	\$ 197,690,000	2.08%	\$ 1,632
2020	122,949	9,979,431,357	81,167	183,525,000	1.84%	1,493
2021	124,710	10,079,470,032	80,823	194,901,488	1.93%	1,563
2022	124,866	10,483,884,379	83,961	220,478,586	2.10%	1,766
2023	126,056	11,964,153,544	83,961	218,520,275 ⁽⁴⁾	1.83% ⁽⁴⁾	1,734 ⁽⁴⁾

(1) Source: The City.

(2) As reported by the Brazos Central Appraisal District; subject to change during the ensuing year. Certified taxable assessed valuation for tax year 2022 as reported by the Brazos Central Appraisal District. This amount is subject to change during ensuing year.

(3) Payable from ad valorem taxes. Does not include self-supporting debt as shown on Table 8 and Table 10.

(4) Projected, includes the Obligations.

TABLE 4 - TAX RATE, LEVY AND COLLECTION HISTORY

Fiscal Year Ended 9/30	Tax Rate	General Fund	Interest and Sinking Fund	Tax Levy	% Current Collections	% Total Collections
2019	\$ 0.5058	\$ 0.2855	\$ 0.2203	\$ 46,985,167	99.22%	99.22%
2020	0.5346	0.3132	0.2214	52,020,670	98.78%	98.78%
2021	0.5346	0.3182	0.2164	52,501,620	99.27%	99.27%
2022	0.5346	0.3182	0.2164	54,446,371	98.87%	98.87%
2023	0.5246	0.3132	0.2114	60,563,307	90.59% ⁽¹⁾	90.32% ⁽¹⁾

(1) Collections as of March 15, 2023. A portion of the City's taxpayer base has elected to provide split payments to the City which will be due in part on June 30, 2023.

TABLE 5 - TEN LARGEST TAXPAYERS

Name of Taxpayer	Nature of Property	2023 Taxable Assessed Valuation	% of Total Taxable Assessed Valuation
Fujifilm Diosynth Biotechnologies Texas LLC	Technology	\$ 267,892,871	2.24%
Sterling-A&M High Rise LLC	Apartment Buildings	68,606,486	0.57%
The Standard at College Station LLC	Apartment Buildings	65,487,384	0.55%
CPP College Station I LLC	Real Estate	59,928,422	0.50%
Northpoint Crossing Residential I Owner LLC	Real Estate	58,470,000	0.49%
Northpoint Crossing Residential II Owner LLC	Real Estate	57,960,000	0.48%
Israel Weinberg	Commercial	53,573,519	0.45%
SW Meadows Point LP	Apartment Buildings	51,924,350	0.43%
Culpepper Family LP	Real Estate	51,180,666	0.43%
SHP-The Callaway House LP	Apartment Buildings	46,956,270	0.39%
		<u>\$ 781,979,968</u>	<u>6.54%</u>

GENERAL OBLIGATION DEBT LIMITATION . . . No general obligation debt limitation is imposed on the City under current State law or the City's Home Rule Charter (see "THE OBLIGATIONS - Tax Rate Limitation").

TABLE 6 - TAX ADEQUACY

Net Maximum Tax Supported Principal and Interest Requirements (2023).....	\$ 26,064,570 ⁽¹⁾
\$0.22006 Tax Rate at 99% Collection Produces	\$ 26,065,033
Net Average Tax Supported Principal and Interest Requirements (2023-2043).....	\$ 14,886,710 ⁽¹⁾
\$0.12569 Tax Rate at 99% Collection Produces	\$ 14,887,367

(1) Includes the Obligations and excludes self-supporting debt. Preliminary, subject to change.

TABLE 7 - ESTIMATED OVERLAPPING DEBT

Expenditures of the various taxing entities within the territory of the City are paid out of ad valorem taxes levied by such entities on properties within the City. Such entities are independent of the City and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax debt ("Tax Debt") was developed by the City from information obtained from the Brazos Central Appraisal District. Except for the amounts relating to the City, the City has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional debt since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional debt, the amount of which cannot be determined. The following table reflects the estimated share of overlapping Tax Debt of the City.

	2022/23 Taxable Assessed Value	2022 Tax Rate	Total Net Tax Debt as of 4/1/2023	Estimated % Applicable	City's Overlapping Tax Debt as of 4/1/2023
City of College Station	\$ 11,964,153,554 ⁽¹⁾	0.5246	\$ 177,441,427 ⁽²⁾	100.00%	\$ 177,441,427
Rock Prairie Management District #2	73,294,914	0.5000	4,935,000	100.00%	4,935,000
Brazos County	25,202,607,443	0.4294	67,255,000	48.13%	32,369,832
Bryan ISD	11,683,215,026	1.1396	248,675,000	3.51%	8,728,493
College Station ISD	12,975,306,902	1.1781	343,110,000	87.85%	301,422,135
Total Direct and Overlapping Funded Tax Debt					\$ 524,896,886
Ratio of Direct and Overlapping Funded Tax Debt to Taxable Assessed Valuation					4.387%
Per Capita Overlapping Funded Tax Debt					\$ 4,164

Source: Municipal Advisory Council of Texas.

- (1) Certified taxable assessed valuation for tax year 2022 as reported by the Brazos Central Appraisal. This amount is subject to change during ensuing year.
- (2) Projected, includes the Obligations and excludes self-supporting debt.

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DEBT INFORMATION

TABLE 8 - PRO-FORMA AD VALOREM TAX DEBT SERVICE REQUIREMENTS*

Year	Outstanding Debt Service			The Bonds ⁽¹⁾			The Certificates ⁽²⁾			Less:	Total Net	% of
End										Self-Supporting	Tax Supported	Principal
9/30	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Debt Service ⁽³⁾	Debt Service	Retired
2023	\$ 31,865,000	\$ 16,994,940	\$ 48,859,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,795,369	\$ 26,064,570	
2024	30,670,000	15,491,874	46,161,874	225,000	374,820	599,820	665,000	1,613,981	2,278,981	23,941,810	25,098,865	
2025	30,160,000	14,038,606	44,198,606	295,000	302,125	597,125	965,000	1,317,375	2,282,375	23,420,845	23,657,261	
2026	30,350,000	12,575,411	42,925,411	305,000	287,125	592,125	1,015,000	1,267,875	2,282,875	22,798,658	23,001,753	
2027	27,790,000	11,248,459	39,038,459	320,000	271,500	591,500	1,065,000	1,215,875	2,280,875	20,787,983	21,122,852	33.41%
2028	26,645,000	10,102,544	36,747,544	340,000	255,000	595,000	1,120,000	1,161,250	2,281,250	19,495,667	20,128,127	
2029	24,930,000	9,042,185	33,972,185	355,000	237,625	592,625	1,175,000	1,103,875	2,278,875	18,412,316	18,431,369	
2030	23,680,000	8,037,719	31,717,719	375,000	219,375	594,375	1,235,000	1,043,625	2,278,625	16,712,577	17,878,142	
2031	23,140,000	7,057,530	30,197,530	240,000	204,000	444,000	1,140,000	984,250	2,124,250	16,506,213	16,259,567	
2032	23,550,000	6,108,438	29,658,438	250,000	191,750	441,750	1,190,000	926,000	2,116,000	15,976,345	16,239,842	61.17%
2033	23,285,000	5,179,530	28,464,530	265,000	178,875	443,875	1,255,000	864,875	2,119,875	14,923,849	16,104,431	
2034	22,845,000	4,291,439	27,136,439	270,000	165,500	435,500	1,315,000	800,625	2,115,625	14,177,945	15,509,619	
2035	20,510,000	3,539,315	24,049,315	285,000	151,625	436,625	1,385,000	733,125	2,118,125	12,344,956	14,259,109	
2036	21,190,000	2,871,715	24,061,715	300,000	137,000	437,000	1,455,000	662,125	2,117,125	12,353,706	14,262,134	
2037	19,880,000	2,205,498	22,085,498	315,000	121,625	436,625	1,535,000	587,375	2,122,375	11,934,618	12,709,880	86.09%
2038	15,530,000	1,616,959	17,146,959	330,000	105,500	435,500	1,605,000	508,875	2,113,875	11,045,296	8,651,038	
2039	13,585,000	1,126,775	14,711,775	350,000	88,500	438,500	1,690,000	426,500	2,116,500	9,680,113	7,586,663	
2040	9,175,000	735,363	9,910,363	370,000	70,500	440,500	1,780,000	339,750	2,119,750	7,195,069	5,275,544	
2041	8,205,000	413,038	8,618,038	390,000	51,500	441,500	1,870,000	248,500	2,118,500	5,924,400	5,253,638	
2042	5,085,000	127,125	5,212,125	405,000	31,625	436,625	1,970,000	152,500	2,122,500	3,726,125	4,045,125	99.46%
2043	-	-	-	430,000	10,750	440,750	2,065,000	51,625	2,116,625	1,476,000	1,081,375	100.00%
	<u>\$ 432,070,000</u>	<u>\$ 132,804,459</u>	<u>\$ 564,874,459</u>	<u>\$ 6,415,000</u>	<u>\$ 3,456,320</u>	<u>\$ 9,871,320</u>	<u>\$ 27,495,000</u>	<u>\$ 16,009,981</u>	<u>\$ 43,504,981</u>	<u>\$ 305,629,858</u>	<u>\$ 312,620,902</u>	

(1) Average life of the Bonds – 10.776 years. Interest calculated at an average rate for purposes of illustration. Preliminary, subject to change.

(2) Average life of the Certificates – 11.646 years. Interest calculated at an average rate for purposes of illustration. Preliminary, subject to change.

(3) In the past, the City has sold certificates of obligation to finance projects for the City's water and sewer system, and electric system and has internally allocated portions of this debt as payable from the respective enterprise funds. The self-supporting amounts listed above are projections of debt that is expected to be retired by the City based on actual historical payments from these funds to pay for debt service the outstanding certificates of obligation. There is no guarantee that payments from these funds will continue in the future. Includes a portion of the Certificates. See "Table 10 – Self Supporting Debt" and the accompanying footnotes. Preliminary, subject to change.

TABLE 9 - INTEREST AND SINKING FUND BUDGET PROJECTION

Total Net Tax Supported Debt Service Requirements, Fiscal Year Ending September 30, 2023 ⁽¹⁾		\$ 26,064,570
Interest and Sinking Fund, September 30, 2022	\$ 7,538,407	
Budgeted Interest and Sinking Fund Tax Levy	22,033,833	
Budgeted Investment Earnings	50,000	
Budgeted Transfers	468,073	30,090,313
Estimated Balance, September 30, 2023		\$ 4,025,743

(1) Excludes self-supporting debt. Includes the Obligations. Preliminary, subject to change.

TABLE 10 – SELF-SUPPORTING DEBT⁽¹⁾

Year End 9/30	Electric Fund	Wastewater Fund	Water Fund	Landfill	Total Self-Supporting Debt Service
2023	\$ 7,902,134	\$ 7,711,082	\$ 6,860,604	\$ 321,550	\$ 22,795,369
2024	8,314,988	7,835,407	7,462,366	329,050	23,941,810
2025	8,014,255	7,578,680	7,497,234	330,675	23,420,845
2026	7,754,559	7,570,884	7,141,664	331,550	22,798,658
2027	6,545,204	7,354,776	6,556,327	331,675	20,787,983
2028	6,391,869	6,989,843	5,789,555	324,400	19,495,667
2029	5,933,143	6,830,269	5,319,029	329,875	18,412,316
2030	5,068,875	6,836,505	4,807,197	-	16,712,577
2031	4,894,706	6,825,385	4,786,122	-	16,506,213
2032	4,571,596	6,829,323	4,575,426	-	15,976,345
2033	4,073,474	6,459,263	4,391,113	-	14,923,849
2034	3,476,674	6,306,134	4,395,138	-	14,177,945
2035	2,875,221	5,523,774	3,945,961	-	12,344,956
2036	2,873,954	5,529,638	3,950,115	-	12,353,706
2037	2,878,886	5,529,734	3,525,997	-	11,934,618
2038	2,869,441	5,198,803	2,977,052	-	11,045,296
2039	2,438,703	4,509,372	2,732,038	-	9,680,113
2040	2,437,297	2,877,016	1,880,756	-	7,195,069
2041	2,441,619	1,781,944	1,700,838	-	5,924,400
2042	1,477,375	1,078,125	1,170,625	-	3,726,125
2043	763,625	143,500	568,875	-	1,476,000
	<u>\$ 93,997,598</u>	<u>\$ 117,299,455</u>	<u>\$ 92,034,030</u>	<u>\$ 2,298,775</u>	<u>\$ 305,629,858</u>

(1) The debt service described in this table is general obligation debt for which repayment is provided from revenues from other sources. It is the City's current policy to provide these payments from such sources. There is no assurance that the use of these sources to make these payments will continue in the future. If payments are not made from such sources in the future, the difference will be paid for with ad valorem taxes. Includes a portion of the Obligations. Preliminary, subject to change.

TABLE 11 - AUTHORIZED BUT UNISSUED TAX BONDS

Date of Authorization	Purpose	Amount Authorized	Issued To Date	The Bonds	Unissued
11/4/2003	Municipal Complex Improvements	\$ 7,610,000	\$ 3,955,000	\$ -	\$ 3,655,000
11/4/2003	Park Improvements	12,790,000	12,145,000	-	645,000
11/8/2022	Public Safety, Transportation, Park	56,100,000	-	6,900,000	56,100,000
		<u>\$ 76,500,000</u>	<u>\$ 16,100,000</u>	<u>\$ 6,900,000</u>	<u>\$ 53,500,000</u>

ANTICIPATED ISSUANCE OF GENERAL OBLIGATION DEBT

The City has no firm plans for the issuance of additional general obligation debt payable from ad valorem taxes within the next twelve months.

OTHER OBLIGATIONS

The City has obtained office space, machinery and equipment through long-term operating leases. The terms and conditions for these leases varies. The leases are fixed, periodic payments over the lease terms of the individual contracts, which ranges from 1-12 years. At September 30, 2022, the City leases consisted of the following:

Year Ended September 30,	Principal	Interest	Total
2022	\$ 167,757	\$ 4,122	\$171,879
2023	99,727	2,547	102,274
2024	22,752	1,574	24,326
2025	23,270	1,057	24,327
2026	23,799	529	24,328
2027-2031	10,552	62	10,614
	<u>\$ 347,857</u>	<u>\$ 9,891</u>	<u>\$357,748</u>

PENSION FUND

Plan Description

The City accounts for pension cost under GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The City of College Station participates as one of over 900 plans in the multi-employer, nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report that can be obtained at www.tmr.com. All eligible employees of the city are required to participate in TMRS.

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits, with interest, were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven actuarially equivalent payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

Plan provisions for the City were as follows:

Employee deposit rate	7.00%
Matching ratio (City to Employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years at any age; 5 years at age 60 and above
Updated service credit	75% repeating transfers
Annuity increase (to retirees)	50% of CPI repeating

Employees covered by benefit terms at the December 31, 2021 valuation and measurement date are as follows:

Inactive employees or beneficiaries currently receiving benefits	555
Inactive employees entitled to but not yet receiving benefits	663
Active employees	915
Total	<u>2,133</u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 13.30% and 13.14% in calendar years 2022 and 2021, respectively. The City's contributions to TMRS for fiscal year 2022 were \$10,371,851 which exceeded the required contributions of \$8,956,004.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2021, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75%
Investment rate of return	6.75%, net of pension plan investment expense including inflation

Salary increases were based on service-related tables. Mortality rates for active members, retirees, and beneficiaries were based on fully generational basis with scale UMP. PUB(10) Mortality Table with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Actuarial assumptions used in the December 31, 2021 valuation were based on the results of actuarial experience studies of TMRS over the four year period from December 31, 2014 to December 31, 2018. Assumptions are reviewed annually.

The long-term expected rate of return on pension plan investments is 6.75%. The pension plan's policy with regard to the allocation of invested assets is established and may be amended by the TMRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Global Equity	35.00%	7.55%
Core Fixed Income	6.00%	2.00%
Non-Core Fixed Income	20.00%	5.68%
Real Return	12.00%	7.22%
Real Estate	12.00%	6.85%
Hedge Funds	5.00%	5.35%
Private Equity	10.00%	10.00%
Total	100.00%	

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Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee contributions will remain at the current 7.0% and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	Total Pension Liability (a)	Increase (Decrease) Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2020	\$ 333,159,432	\$ 306,679,489	\$ 26,479,943
Changes for the year:			
Service Cost	9,623,885	-	9,623,885
Interest (on the Total Pension Liability)	22,333,149	-	22,333,149
Differences between expected and actual experience	304,722	-	304,722
Changes of assumptions	-	-	-
Contributions - employer	-	9,759,755	(9,759,755)
Contributions - employee	-	4,326,731	(4,326,731)
Net investment income (loss)	-	39,981,519	(39,981,519)
Benefit payments, including refunds of employee contributions;	(14,219,819)	(14,219,819)	-
Administrative expenses	-	(184,986)	184,986
Other changes	-	1,266	(1,266)
Net changes	18,041,937	39,664,466	(21,622,529)
Ending Balance at 12/31/2021	\$ 351,201,369	\$ 346,343,955	\$ 4,857,414

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	\$ 56,643,717	\$ 4,857,415	\$ (37,361,055)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmr.com.

Pension Expense

For the year ended September 30, 2022, the City recognized pension expense of \$412,985.

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Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

At September 30, 2022, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 237,897	\$ 675,974
Changes in assumptions	325,018	-
Difference between projected and actual earnings	-	20,521,473
Contributions subsequent to the measurement date	7,973,129	-
Total	<u>\$ 8,536,044</u>	<u>\$ 21,197,447</u>

\$7,973,129 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2022 and recognized in the City's financial statements as of September 30, 2023.

Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense in the following years indicated below:

Fiscal Year Ended Sept. 30:	Net deferred outflows (inflows) of resources
2022	\$ (3,722,182)
2023	(8,686,493)
2024	(4,407,149)
2025	(3,818,708)
	<u>\$ (20,634,532)</u>

OTHER POST-EMPLOYMENT BENEFITS

Plan Description

Plan administration: As required by state laws, in addition to the pension benefits described above, the City makes available certain postretirement benefits to employees who meet TMRS retirement qualifications, retire from City employment, and enroll in the plan before the effective date of their retirement. The City's OPEB Plan is a single employer defined benefit plan, defined by City policy. The OPEB Plan does not issue a separate report that includes financial statements and required supplementary information for the OPEB Plan.

Plan membership. At September 30, 2022 membership consisted of the following:

	Medical and/or Dental Benefits	Life Insurance Benefits
Retirees and Retiree Spouses	55	173
Active Employees	893	893
	<u>948</u>	<u>1,066</u>

Benefits provided: The City's defined benefit Other Post-Employment Benefits (OPEB) Plan offers medical, dental, vision, drug, and life insurance benefits to retired employees and their eligible dependents. The OPEB Plan is a single employer defined benefit OPEB plan administered by the City. The benefit levels offered to retired employees and eligible dependents are the same as those afforded to active employees as the City's group health insurance plan covers both active and retired members. All medical, dental, vision and drug care benefits are provided through the City's self-insured health plan. As long as monthly premium payments are made, the healthcare plan provides coverage until age 65 for retired employees and eligible dependents enrolled in the City's OPEB Plan. The life insurance offered through the OPEB Plan provides a \$10,000, fully insured death benefit coverage upon retirement, which ceases upon attainment of age 65. The Life insurance benefit for eligible retirees is paid entirely by the City.

Contributions: Benefit provisions, as well as retiree premium contributions, are established by City management. The City determines the employer and participant contribution rates annually, based on recommendations of City staff and the City's benefit consultant. For the year ended September 30, 2022, the City's average contribution rate was 2.0% of covered-employee payroll. The City's contributions to the plan for fiscal year 2022 was \$1,344,892 which meets the actuarially determined contribution of \$267,766.

Investments

Investment policy: The goal of the Plan's investment program is to generate adequate long-term returns that, when combined with contributions, will result in sufficient assets to pay the present and future obligations of the Plan. The Plan has a Balanced Risk Tolerance with a Strategic Asset Allocation of the following:

Asset Class	Target Allocation	Allocation Range
Cash	5.0%	0-20%
Fixed Income	35.0%	30%-50%
Equity	60.0%	50%-70%
Total	100.0%	

Concentrations: Assets of the OPEB plan are held in Trust by PARS which is fully discussed in Note 21 in the City's financial statements.

Rate of return: For the year ended December 31, 2021, the annual money-weighted rate of return on investments, net of investment expense, was 11.60%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Receivables

The OPEB plan has no receivables from long-term contracts with the City for contributions at September 30, 2022.

Allocated Insurance Contracts

The OPEB plan has no allocated insurance contracts excluded from OPEB plan assets at September 30, 2022.

Reserves

The OPEB plan has no reserves recorded at September 30, 2022.

Net OPEB Liability

The components of the net OPEB liability of the City at September 30, 2022 based on the December 31, 2021 measurement and actuarial valuation date, were as follows:

Total OPEB liability - ending	\$ 6,318,674
Plan fiduciary net position - ending	(6,521,781)
Net OPEB liability - ending	<u>\$ (203,107)</u>
Plan fiduciary net position as a percentage of total OPEB liability	103.21%

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Changes in the Net OPEB Liability (Asset)

For the year ended September 30, 2022, the City recognized change of \$2,233,198 in its net OPEB liability (asset). Components of the change in net OPEB liability (asset) are as follows:

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balances as of December 31, 2020	\$ 6,626,605	\$ 4,596,514	\$ 2,030,091
Changes for the year:			
Service cost	214,329	-	214,329
Interest	445,496	-	445,496
Differences between expected and actual experience	183,681	-	183,681
Changes of assumptions of other inputs	(198,051)	-	(198,051)
Contributions-employer	-	2,273,809	(2,273,809)
Net investment income	-	604,844	(604,844)
Benefit payments	(953,386)	(953,386)	-
Net changes	(307,931)	1,925,267	(2,233,198)
Balances as of December 31, 2021	<u>\$ 6,318,674</u>	<u>\$ 6,521,781</u>	<u>\$ (203,107)</u>

Actuarial assumptions. The total OPEB liability for the year ended September 30, 2022 as measured as of December 31, 2021 was determined by an actuarial valuation as of that date using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.0%
Salary increases	4% to 12%
Discount rate	7.00%
Healthcare cost trend rates	8.00% in FY23 decreasing 0.50% per year to an ultimate rate of 4.75% for FY30 and later years

Mortality rates were based on the Pub-2010 Public Safety Employee mortality table for males and Pub-2010 General Employee mortality table for females and Ultimate MP Projection scale projected generationally from the year 2021. The actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018. Retirees and Retiree Spouses, the 2019 Municipal Retirees of Texas mortality tables with Ultimate MP Projection Scale projected generationally from the year 2019. Disabled Retirees, the 2019 Municipal Retirees of Texas mortality tables with a 3-year set forward for females and a 4-year set forward for males, minimum mortality rates at all ages of 3% for females and 3.5% for males, and ultimate MP projection Scale projected generationally from the year 2019.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation are summarized in the following table:

Asset Class	Target Allocation	Expected Real Rate of Return	Weighted Average
Cash	5.00%	0.75%	0.04%
Fixed Income	35.00%	3.56%	1.25%
Equity	60.00%	5.75%	3.45%
Total	100.00%	N/A	4.74%

Discount rate. The discount rate used to measure the total OPEB liability was 7.0 percent. The discount rate used to determine the total OPEB Liability as of the beginning of the measurement year prior to the establishment of the OPEB trust was 3.78%. The weighted average of the Expected Real Rate of Return is added to the Expected Long-Term Inflation assumption and reduced by expected investment expenses (4.74% + 3.00% - 0.75% = 6.99%). This result is then rounded to the nearest 25 basis points to obtain the Expected Long-Term Rate of Return of 7.00%.

The projected cash flows into the plan are equal to projected benefit payments out of the plan plus prefunding contributions that have been approved by the City Council. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates.

The assumed rate of general inflation has been updated since the valuation used for the September 30, 2021 liability to reflect the actuary's best expectation of future plan experience. The long-term expected rate of return for the plan is 7.0 percent. The plan operates on a pay as you go basis and accumulates assets in trust in addition to the pay as you go amount.

Based on the discount rate assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Sensitivity of the net OPEB liability (asset) to changes in the discount rate. The following presents the net OPEB liability (asset) of the City, as well as what the City's net OPEB liability (asset) would be if it were calculated using a discount rate that is 1-percentage point lower (6.00%) or 1-percentage-point higher (8.00%) than the current discount rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net OPEB liability	\$ 290,988	\$ (203,107)	\$ (650,475)

Sensitivity of the net OPEB liability (asset) to changes in the healthcare cost trend rates. The following presents the net OPEB liability (asset) of the City, as well as what the City's net OPEB liability (asset) would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (7.00% decreasing to 3.75%) or 1-percentage-point higher (9.00% decreasing to 5.75%) than the current healthcare cost trend rates:

	1% Decrease (7.00% decreasing to 3.75%)	Current Healthcare Cost Trend Rates (8.00% decreasing to 4.75%)	1% Increase (9.00% decreasing to 5.75%)
Net OPEB liability	\$ (743,812)	\$ (203,107)	\$ 427,865

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended September 30, 2022, the City recognized OPEB expense/(income) of (\$415,817). At September 30, 2022, the City reported changes to deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 428,643	\$ 546,850
Changes of assumptions	940,452	2,247,636
Difference between projected and actual earning on OPEB plan investments	-	434,090
Contributions subsequent to the measurement date	1,168,437	-
Total	<u>\$ 2,537,532</u>	<u>\$ 3,228,576</u>

\$1,168,437 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net OPEB liability (or an increase of the net OPEB asset) for the measurement year ending December 31, 2022 and recognized in the City's financial statements as of September 30, 2023. Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended Sept. 30:	Deferred inflows of resources
2023	\$ (730,382)
2024	(788,270)
2025	(337,348)
2026	(139,675)
2027	138,210
Thereafter	(2,016)
	<u>\$ (1,859,481)</u>

OPEB Trust

On September 11, 2017, the City Council approved a resolution adopting the Public Agencies Retirement Services (PARS) Post-Retirement Health Care Plan Trust and on September 25, 2017, the City Council passed resolution 2017-0564 appropriating the funds. Effective September 27, 2017, the City entered into a section 115 Irrevocable Exclusive Benefit agent multiple-employer trust to fund its Other Postemployment Benefits Obligation. Trust and Investment Management Services are provided by Public Agency Retirement Services (PARS) and is administered by the City. The investment manager that executes investment transactions is Highmark Capital Management, Inc. and the custodian of the trust's funds is US Bank.

With the establishment of the trust, the City can pre-fund (make annual payments in advance of the obligation) and allocate funds for the express purpose of funding future OPEB costs. The investment returns can be used to reduce the actuarial contributions and can result in lower long-term costs of the plan. As of September 30, 2022 the trust's balance was \$6,521,780.

FINANCIAL INFORMATION

TABLE 12 - GENERAL FUND REVENUES AND EXPENDITURE HISTORY

	Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Revenues:					
Taxes	\$ 73,904,402	\$ 68,484,636	\$ 62,576,440	\$ 59,745,768	\$ 56,329,528
Licenses & Permits	2,862,819	2,617,660	1,978,515	1,633,241	1,772,959
Intergovernmental	1,202,336	6,138,879	1,117,729	585,506	910,169
Charges for Services	5,067,985	4,850,627	3,654,911	3,753,297	3,940,837
Fines, Forfeits and Penalties	2,414,408	2,421,960	2,955,723	3,544,994	3,211,536
Investment Income	507,575	78,929	264,215	757,250	449,880
Rents & Royalties	627,582	579,416	100,409	184,543	219,538
Contributions	1,532	9,992	251	17,905	7,361
Other	537,675	427,898	1,808,677	957,825	642,547
Total Revenues	\$ 87,126,314	\$ 85,609,997	\$ 74,456,870	\$ 71,180,329	\$ 67,484,355
Expenditures:					
General Government	\$ 7,885,143	\$ 9,784,872	\$ 7,629,456	\$ 8,481,683	\$ 6,165,016
Fiscal Services	5,007,950	4,535,506	4,424,965	3,993,584	3,954,488
Police Department*	10,627,727	23,841,799	23,798,584	24,299,928	22,631,648
Fire Department	22,850,999	20,238,097	19,957,114	19,888,536	19,624,919
Planning & Development Services	4,573,374	3,906,537	4,112,986	4,180,089	3,740,969
Parks and Recreation	9,419,475	7,775,598	7,569,136	9,350,892	9,129,079
Information Technology	6,530,030	5,634,704	5,463,764	4,591,351	4,488,885
Public Works	8,396,348	7,257,706	8,512,549	9,348,645	9,575,300
Library Services	1,302,332	1,205,559	1,207,017	1,186,313	1,118,522
Contributions	1,652,220	1,568,126	1,623,437	1,467,695	1,380,580
Other	-	-	-	-	-
Capital Improvement Projects	3,451,129	1,932,363	1,557,074	289,042	319,406
Total Expenditures	\$ 81,696,727	\$ 87,680,867	\$ 85,856,082	\$ 87,077,758	\$ 82,128,812
Other Financing Sources (Uses):					
Sale of General Fixed Assets	\$ 2,471,525	\$ -	\$ -	\$ -	\$ -
Operating Transfers In	29,433,354	23,628,416	22,015,275	19,427,607	19,245,943
Operating Transfers Out	(9,181,253)	(7,462,207)	(3,234,568)	(1,960,180)	(3,031,702)
Total Other Financing Sources (Uses)	\$ 22,723,626	\$ 16,166,209	\$ 18,780,707	\$ 17,467,427	\$ 16,214,241
Net Change in Fund Balance	\$ 28,153,213	\$ 14,095,339	\$ 7,381,495	\$ 1,569,998	\$ 1,569,784
Fund Balance, Beginning of Year	48,320,092	35,742,062	28,360,567	26,790,569	22,514,523
Prior Period Adjustment	-	(1,517,309)	-	-	2,706,262
Fund Balance, End of Year	\$ 76,473,305	\$ 48,320,092	\$ 35,742,062	\$ 28,360,567	\$ 26,790,569

* Note: FYE 2022 Reduction due to ARPA Funding for government services.

TABLE 13 - MUNICIPAL SALES TAX HISTORY

The City has adopted the Municipal Sales and Use Tax Act, Texas, Tax Code, Chapter 321, which grants the City the power to impose and levy a 1% Local Sales and Use Tax within the City; the proceeds are credited to the General Fund and are not pledged to the payment of the Obligations. Collections and enforcements are effected through the offices of the Comptroller of Public Accounts, State of Texas, who remits the proceeds of the tax, after deduction of a 2% service fee, to the City monthly. In May 1990, the voters of the City approved the imposition of an additional sales and use tax of one-half of one percent ($\frac{1}{2}$ of 1%) for property tax reduction. The total sales tax rate for the City is 1.5%.

Fiscal Year Ended 9/30	Total Collected ⁽¹⁾	% of Ad Valorem Tax Levy	Equivalent of Ad Valorem Tax Rate	Per Capita ⁽²⁾
2019	\$ 29,955,649	63.76%	\$ 0.32	\$ 247
2020	29,478,931	56.67%	0.30	240
2021	34,003,428	64.77%	0.35	273
2022	38,235,078	70.23%	0.38	306
2023	17,669,353 ⁽³⁾	29.18%	0.15	140

(1) Provided by the City.

(2) Based on population estimates provided by the City.

(3) Collections as of February 28, 2023.

The sales tax breakdown for the City is as follows:

Brazos County Sales & Use Tax	1/2 %
Property Tax Reduction	1/2 %
City Sales & Use Tax	1 %
State Sales & Use Tax	6 1/4 %
Total	8 1/4 %

FINANCIAL POLICIES

Basis of Accounting . . . The accounts of the City are organized and operated on the basis of funds and account groups. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. Account groups are a reporting device to account for certain assets and liabilities of the governmental funds not recorded directly in those funds. Government funds are used to account for the City's general government activities. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting.

General Fund . . . The General Fund is the City's primary operating fund. It is used to account for all activities typically considered governmental functions of the City. These include Public Safety, Public Works, Parks and Recreation, Economic and Planning and Development Services, the support functions for these areas, and the administrative functions for the City.

The General Fund for the 2022-2023 fiscal year is influenced by current policies and any approved policy changes. The policies include inter-fund equity; maintaining a balance between revenues and expenditures; and maintaining the level of service currently provided as the City experiences residential and commercial growth.

The City's financial policies are for a General Fund balance of 18% of budgeted appropriations at year end. To the extent that the General Fund balance exceeds this amount, this surplus is to be expended in future years for one time expenditures such as capital items and short term projects.

Debt Service Fund . . . The Debt Service Fund accounts for the servicing of general long-term debt not being financed by proprietary or nonexpendable trust funds. It is the City's policy to maintain at least 8 1/3% of annual appropriated expenditures for debt service and any associated fees as the Debt Service Fund balance at fiscal yearend. The City is in compliance with that policy.

Budgetary Procedures . . . Prior to September 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. All budget requests are compiled by the Finance Department and presented with comparative and supporting data to the Mayor and City Council for review. Public hearings are properly advertised and conducted at City Hall for taxpayer comments. Prior to September 27, the budget is legally enacted through passage of an ordinance. The City Council must approve all transfers of budgeted amounts between departments within any fund and any revision that alters the total expenditure of any fund. An amount is also budgeted each year for contingencies which may arise.

THE COMBINED UTILITY SYSTEM

WATERWORKS SYSTEM

Since December 1981, the City has had the capability to produce and deliver 100% of its water. The system has been expanded to include ten wells, with a firm capacity of 34 million gallons per day. The water is delivered to the distribution system by 19 miles of large diameter parallel pipelines and two pumping stations.

Two of the wells mentioned above are shallow wells, less than 1,500 feet deep, drilled into the Carrizo and Sparta aquifers. The remaining eight are deep wells, approximately 3,000 feet, drilled in the Simsboro Sand formation of the Carrizo-Wilcox aquifer. This is a very prolific aquifer of high quality water that has the capacity to provide an adequate water supply for the City and surrounding communities through the year 2060, and well beyond, if managed properly.

The Simsboro Sand, and all local aquifers, are regulated by the Brazos Valley Groundwater Conservation District, and permitting requirements have been implemented for all new water wells. College Station has recently completed the construction of another Simsboro well, Well #9 that will meet the City's demands for water for many years into the future. Well #10 remains in the planning stages, and would be constructed in future years, depending upon the rate of growth of water demands. College Station is also investigating other water supply strategies for the future.

The City has completed a Water Reclamation project, which pumps effluent from the wastewater treatment plant to Veteran's Park for irrigation of playing fields, reducing the demand on the potable water system by approximately 350,000 gallons per day during the watering season.

The City also has stand by generators at strategic locations sufficient to provide adequate potable water for health and safety during an extended area-wide electrical power outage.

Water rates are established by ordinance, passed and approved by the City Council. The following rates became effective October 1, 2019. The Residential rates are inclined block rates to encourage water conservation.

Type of Customer	Usage Charge (per 1,000 gallons)	Service Charge	Meter Size
Residential, Commercial and Industrial		12.40 per mo.	3/4"
		15.60 per mo.	1"
		23.20 per mo.	1 1/2"
		36.65 per mo.	2"
		115.60 per mo.	3"
		171.75 per mo.	4"
		209.10 per mo.	6"
		209.10 per mo.	8"
Residential	\$2.75 for usage from 0-10,000 gallons		
	\$3.60 for usage from 11,000-15,000 gallons		
	\$4.40 for usage from 16,000-20,000 gallons		
	\$5.20 for usage from 21,000-25,000 gallons		
	\$6.05 for usage from 26,000 gallons and more		
Commercial	\$3.05 per 1,000 gallons		
Commercial Irrigation Usage Charge	\$3.25 per 1,000 gallons		
Commercial Irrigation Multifamily 3+ units	Rates as above with an added 50% surcharge		
MUD #1 Residential and Commercial			

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WASTEWATER SYSTEM

The City's wastewater is treated by three City-owned wastewater treatment plants, Carter Creek Treatment Plant, Lick Creek Treatment Plant, and Carter Lake Treatment Plant located within the City limits. The three plants have a combined treatment capacity of 11.5 mgd. An expansion of the Lick Creek Treatment plant is currently underway and will increase the city's combined treatment capacity to 14.5 mgd.

Sewer rates were established by ordinance, passed and approved by the City Council, and became effective on October 1, 2018

Residential (metered water)	\$21.29 including 4,000 gallons of metered water
Usage Charge	\$4.26 per 1,000 gallons of additional metered water
	\$46.87 maximum per month
Residential (without meter to each unit).....	\$27.09 per unit per month
Commercial and Industrial	\$18.27 per month
Usage Charge	\$5.07 per 1,000 gallons of metered water usage

There are 3,363 customers (units) who receive their water from other water providers, but sewer is provided by the City of College Station. Those customers pay an initial usage charge of \$46.87 per month. After six months of documented water usage, rates can be adjusted downward on a tiered scale.

ELECTRIC SUPPLY SOURCE

The City has multiple Power Purchase Agreements (PPAs) in order to meet its load requirements. The PPAs are currently with AEP Energy Partners (AEPEP) and Garland Power and Light (GP&L). With AEPEP, the City has a fixed block, around the clock (ATC) PPA that expires in 2027. The City also has a PPA with AEPEP for wind power that expires in 2028. The City has a load following PPA with GP&L that expires in 2027. While the PPAs with AEPEP are considered base load power, the load following PPA with GP&L covers the load above the base power provided by AEPEP's PPAs. GP&L is also the City's Qualified Scheduling Entity (QSE). GP&L's QSE schedules and settles all the contract resources owned by the City.

Other wholesale/power supply costs include Congestion costs, Ancillary Services and Transmission Cost of Service (TCOS). Since the City owns transmission assets, it not only pays but also receives TCOS payments based on TCOS rates approved by the Public Utility Commission of Texas.

The City owns 20 miles of 138kV transmission lines, eight substations, and 510 miles of distribution lines. ERCOT serves as the RTO/ISO for the area.

The current electric rates were established by ordinance passed and approved by the City Council and became effective on January 26, 2023. The electric rates are subject to a transmission delivery adjustment (TDA) charge which requires that the net energy charge per kilowatt hour must be increased or decreased by an amount per kilowatt hour equal to additional transmission charges above those accounted for in the wholesale rate. The TDA is currently set at \$0.0166 per kilowatt hour of energy consumed.

In January 2009, College Station Utilities began offering residential electric customers renewable wind energy. In February 2010, the renewable wind energy program was expanded to include commercial customers. Wind energy is generated from the South Trent Mesa Wind Project located west of Abilene, Texas.

Single Family Residential.....	Service Charge.....	\$7.00 per month
	plus:	
	kWh.....	\$0.1187 per kWh
	Tax.....	1.50%
	Transmission Delivery Adjustment (TDA).	\$0.0166 per kWh
Master Metered Multiple Dwelling Units.	Service Charge.....	\$100.00 per month per master meter
	plus:	
	kWh.....	\$0.1187 per kWh
	Tax.....	1.50%
	TDA.....	\$0.0166 per kWh
Small Commercial (1-10 KW demand)..	Service Charge.....	\$9.00 per month
	plus:	
	First 1,000 kWh.....	\$0.1379 per kWh
	Over 1,000 kWh.....	\$0.1032 per kWh
	Tax.....	8.25%
	TDA.....	\$0.0166 per kWh

Medium Commercial (15-300 KW).....	Service Charge.....	\$25.00 per month
	plus:	
	Demand Charge (Per KW).....	\$11.44 per KW
	Energy Charge All kWh.....	\$0.0703 per KW
	Minimum Monthly Charge.....	\$199.10
	Tax.....	8.25%
	TDA.....	\$0.0166 per kWh
Large Commercial (300 – 1,500 KW).....	Service Charge.....	\$75.00 per month
	plus:	
	Demand Charge (Per KW).....	\$11.44 per KW
	Energy Charge All kWh.....	\$0.0674 per KW
	Minimum Monthly Charge.....	\$3,514.50
	Tax.....	8.25%
	TDA.....	\$0.0166 per kWh
Industrial (1,500 KW and over).....	Service Charge.....	\$250.00 per month
	plus:	
	Demand Charge (Per KW).....	\$10.84
	Energy Charge (first 500,000 kWh).....	\$0.0651 per KW
	Minimum Monthly	\$16,538.34
	Tax.....	8.25%
	TDA.....	\$0.0166 per kWh

WIND WATT RATES

Wind rates were established by Ordinance #2012-3397 on February 23, 2012, passed and approved by the City Council, and became effective on March 1, 2012.

Participation Level: Residential & Commercial adder:

10%.....	\$0.0005 per kWh
50%.....	\$0.0027 per kWh
100%.....	\$0.0055 per kWh

TABLE 14 - HISTORICAL UTILITY USERS (UNITS SERVED)

	Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Water Avg. Monthly Consumption (MGW)	463,182	381,256	361,040	369,689	383,830
Wastewater Avg. Daily Treatment (000's gal.)	8,389	9,430	7,500	8,239	7,468
Electric Avg. Monthly Consumption (KWH)	77,554,460	71,670,181	70,516,104	70,995,416	72,239,944

TABLE 15 - TEN LARGEST UTILITY CUSTOMERS

Utility Customer	Type of Business	FY 2022 KWH Consumption	Total Percent of KWH Consumed
Scott & White	Clinic/Hospital/Pharmacy	19,143,080	2.05%
City of College Station	Municipality	15,527,486	1.67%
Biotechnologies Texas LLC	Medical	14,169,560	1.52%
HEB Grocery	Retail	12,709,360	1.36%
CSISD	Schools	11,323,960	1.21%
CHI St Joseph Health	Hospital	7,856,920	0.84%
Dealer Computer Services Inc	Retail	4,225,600	0.45%
Adam Development	Bank/Office Space	4,131,300	0.44%
Cambridge 1 Holdings	Apartment Complex	4,114,500	0.44%
Sterling A&M High Rise LLC	Apartment Complex	4,077,920	0.44%
		<u>97,279,686</u>	<u>10.42%</u>

TABLE 16 - CONDENSED STATEMENT OF OPERATIONS

	For Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Revenues:					
Electric	\$ 111,860,621	\$ 102,794,575	\$ 100,369,952	\$ 102,443,382	\$ 102,511,712
Water and Wastewater	43,115,216	37,512,695	37,628,189	34,313,203	33,602,131
Interest	621,501	216,542	1,322,832	2,654,945	1,262,551
Other	4,520,337	4,508,068	4,400,186	3,558,330	2,520,335
Total Revenues	\$ 160,117,675	\$ 145,031,880	\$ 143,721,159	\$ 142,969,860	\$ 139,896,729
Expenses:					
Total Expenses	\$ 103,835,235	\$ 133,786,264 ⁽¹⁾	\$ 80,521,607	\$ 81,725,180	\$ 77,828,073
Net Available for Debt Service	\$ 56,282,440	\$ 11,245,616	\$ 63,199,552	\$ 61,244,680	\$ 62,068,656
Water Average Montly Consumption (MGW)	463,182	381,256	361,040	369,689	383,830
Wastewater Average Daily Treatment (000's gal.)	8,389	9,430	7,500	8,239	7,468
Electric Average Monthly Consumption (KWH)	77,554,460	71,670,181	70,516,104	70,995,416	72,239,944

(1) The increase in expenses relative to prior years was due predominantly for the costs associated with providing electricity during winter storm Uri in February, 2021.

TABLE 17 – VALUE OF THE SYSTEM

	Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Utility Systems	\$ 705,850,379	\$ 685,380,672	\$ 656,481,245	\$ 617,910,408	\$ 579,717,873
Construction in Progress	86,404,259	74,758,797	60,688,724	45,129,947	46,447,061
	\$ 792,254,638	\$ 760,139,469	\$ 717,169,969	\$ 663,040,355	\$ 626,164,934
Less: Accumulated Depreciation	317,298,514	301,465,663	282,503,564	263,680,722	246,243,993
Net System Value	\$ 474,956,124	\$ 458,673,806	\$ 434,666,405	\$ 399,359,633	\$ 379,920,941

TABLE 18 – CITY'S EQUITY IN THE SYSTEM

	Fiscal Year Ended September 30,				
	2022	2021	2020	2019	2018
Resources					
Net System Value	\$ 474,956,124	\$ 458,673,806	\$ 434,666,405	\$ 399,359,633	\$ 379,920,941
Current Assets	113,368,992	92,857,877	137,070,915	116,643,763	102,382,543
Restricted Assets	37,429,167	33,795,202	17,826,724	36,743,001	11,296,693
Deferred Charges	2,913,573	3,111,022	3,460,814	6,485,373	3,506,226
Total	\$ 628,667,856	\$ 588,437,907	\$ 593,024,858	\$ 559,231,770	\$ 497,106,403
Obligations					
Current Liabilities	\$ 15,509,615	\$ 14,547,777	\$ 16,876,003	\$ 14,711,183	\$ 12,467,547
Current Liabilities Payable from					
Restricted Assets	22,408,786	20,860,751	19,656,598	18,432,091	15,872,611
General Obligation Debt	38,822,501	46,376,401	44,570,802	45,850,605	52,738,157
Certificates of Obligation	175,444,978	152,211,425	133,490,618	126,583,979	91,642,717
Other Debt ⁽¹⁾	6,369,843	8,558,478	8,633,818	10,773,356	8,016,706
Total Liabilities	\$ 258,555,723	\$ 242,554,832	\$ 223,227,839	\$ 216,351,214	\$ 180,737,738
City's Equity in System	\$ 370,112,133	\$ 345,883,075	\$ 369,797,019	\$ 342,880,556	\$ 316,368,665
Percentage of Equity in System	58.87%	58.78%	62.36%	61.31%	63.64%

(1) Includes OPEB Net Pension Obligations.

TABLE 19 – UTILITY REVENUE BOND AND SYSTEM SUPPORTED GENERAL OBLIGATION DEBT SERVICE

Series	Original Principal Amount	Outstanding Principal as of 9/30/2022
2013 ⁽²⁾	10,230,000	6,560,000
2013 ⁽¹⁾⁽³⁾	20,760,000	1,740,000
2014 ⁽²⁾	34,005,000	16,460,000
2014 ⁽¹⁾⁽³⁾	35,865,000	4,465,000
2016 ⁽²⁾	25,720,000	5,315,000
2016 ⁽¹⁾⁽³⁾	40,890,000	11,910,000
2017 ⁽²⁾	57,725,000	10,140,000
2017 ⁽¹⁾⁽³⁾	29,800,000	8,270,000
2018 ⁽²⁾	37,380,000	16,635,000
2019 ⁽²⁾	74,510,000	33,975,000
2020 ⁽²⁾	21,055,000	17,920,000
2020 ⁽¹⁾	15,355,000	4,900,000
2020A ⁽¹⁾	16,930,000	11,091,414
2021 ⁽²⁾	55,395,000	31,850,000
2022 ⁽²⁾	69,500,000	19,350,000
	<u>\$ 545,120,000</u>	<u>\$ 200,581,414</u>

(1) Represents refunding bonds.

(2) Certificates of Obligation supported in whole or in part by Utility System revenues.

(3) General Obligation Bonds supported in part by the Utility System revenues.

INVESTMENTS

The City invests its investable funds in investments authorized by Texas law in accordance with investment policies approved by the City Council. Both state law and the City's investment policies are subject to change.

LEGAL INVESTMENTS

Authorized investments are summarized as follows: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this State that the City selects from a list the City Council or a designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in the State that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City's custodian of the banking deposits issued for the City's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of Chapter 2256, Texas Government Code (the "Public Funds Investment Act"), that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, and are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a

custodian as described by Section 2257.041(d), Texas Government Code, or a clearing brokerdealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements as defined in the Public Funds Investment Act, that have a defined termination date, are secured by a combination of cash and obligations described in clauses (1) or (13) in this paragraph, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) below, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less; (12) certain bankers' acceptances with stated maturity of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated not less than "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (13) commercial paper with a stated maturity of 365 days or less that is rated not less than "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (14) no-load money market mutual funds registered with and regulated by the SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (15) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and have either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract.

A political subdivision such as the City may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, other than the prohibited obligations described below, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than AAA or AAAM or an equivalent by at least one nationally recognized rating service, if the City Council authorizes such investment in the particular pool by order, ordinance, or resolution and the investment pool complies with the requirements of Section 2256.016, Texas Government Code. The City may also contract with an investment management firm registered (x) under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.), or (y) with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by ordinance, order or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

INVESTMENT POLICIES

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment and the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” At least quarterly the investment officers of the City will submit an investment report detailing (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value and ending market value for each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

ADDITIONAL PROVISIONS

Under Texas law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) require any investment officers’ with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (3) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) perform an annual audit of the management controls on investments and adherence to the City’s investment policy; (5) provide specific investment training for the Finance Director, Treasurer, Assistant City Manager and investment officers; (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (7) restrict the investment in non-money market mutual funds of any portion of bond proceeds, reserves and funds held for debt service and to no more than 15% of the entity’s monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements and (9) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Under Texas law, the City may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance or resolution. The City has not contracted with, and has no present intention of contracting with, any such investment management firm or the State Securities Board to provide such services.

CITY’S INVESTMENT POLICY

The Assistant City Manager or his designee will promptly cause all City funds to be deposited with the bank depository and invested in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the City Council has authorized under the provisions of the PFIA, as amended, and in accordance with the City Council approved Investment Policies.

At the end of each fiscal year, a report on investment performance will be provided to the City Council. In conjunction with the quarterly financial report, the Assistant City Manager or his designee will prepare and provide a written recapitulation of the City’s investment portfolio to the Council, detailing each City investment instrument with its rate of return and maturity date.

The City's adopted investment policy permits the City to invest its funds and funds under its control in all of the enumerated investments authorized by the PFIA.

TABLE 20 - CURRENT INVESTMENTS

As of February 28, 2023, the City’s investable funds were invested in the following categories:

Investment Type	Book Value	Market Value
Cash	\$ 5,000,000	\$ 5,000,000
Local Government Investment Pool	27,757,451	27,757,451
Money Market Mutual Fund	335,584,828	335,584,828
Invesments - Agencies	50,000,000	48,986,450
	<u>\$ 418,342,279</u>	<u>\$ 417,328,729</u>

TAX MATTERS

OPINION . . . On the date of initial delivery of the Obligations, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Obligations for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Obligations will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Obligations. See APPENDIX C - Forms of Opinions of Bond Counsel.

In rendering its opinion, Bond Counsel will rely upon (a) certain information and representations of the City, including information and representations contained in the City's federal tax certificate, and (b) covenants of the City contained in the Ordinances authorizing the Obligations relating to certain matters, including arbitrage and the use of the proceeds of the Obligations and the property financed or refinanced therewith. Failure of the City to comply with these representations or covenants could cause the interest on the Obligations, as the case may be, to become includable in gross income retroactively to their date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Obligations in order for interest on the Obligations to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Obligations to be included in gross income retroactively to the date of issuance of the Obligations. The opinions of Bond Counsel are rendered in reliance upon the compliance by the City with such requirements, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Obligations.

Bond Counsel's opinions are not a guarantee of a result, but represent its legal judgment based upon its review of Existing Law and reliance on the aforementioned information, representations and covenants. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Obligations.

A ruling was not sought from the Internal Revenue Service by the Issuer with respect to the Obligations or the property financed or refinanced with proceeds of the Obligations. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Obligations, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the Issuer as the taxpayer and the Obligations holders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

FEDERAL INCOME TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE DISCOUNT . . . The initial public offering price to be paid for one or more maturities of the Obligations may be less than the principal amount thereof or one or more periods for the payment of interest on the Obligations may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Obligations"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Obligation, and (ii) the initial offering price to the public of such Original Issue Discount Obligation would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Obligations less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Obligation in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Obligation equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Obligation prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Obligation in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Obligation was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Obligation is accrued daily to the stated maturity thereof (in amounts calculated as described below for each accrual period within each accrual period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Obligation for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Obligation.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Obligations which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Obligations should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Obligations and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Obligations.

COLLATERAL FEDERAL INCOME TAX CONSEQUENCES . . . The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Obligations. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with accumulated earnings and profits and excess passive investment income, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE OBLIGATIONS.

Interest on the Obligations may be includable in certain corporation's "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Obligations, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Obligations, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

STATE, LOCAL AND FOREIGN TAXES . . . Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Obligations under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

INFORMATION REPORTING AND BACKUP WITHHOLDING . . . Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Obligations will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

FUTURE AND PROPOSED LEGISLATION . . . Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Obligations under federal or state law, and could affect the market price or marketability of the Obligations. Any of the foregoing could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any of the foregoing becoming effective cannot be predicted. Prospective purchasers of the Obligations should consult their own tax advisors regarding the foregoing matters.

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CONTINUING DISCLOSURE OF INFORMATION

In the Ordinances, the City has made the following agreement for the benefit of the holders and beneficial owners of Obligations. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Obligations. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the "MSRB"). This information will be publicly available at no cost on the Electronic Municipal Market Access of the MSRB, with the web address www.emma.msrb.org ("EMMA"). The agreement specifies that all documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

ANNUAL REPORTS . . . The City will provide certain updated financial information and operating data to the MSRB on an annual basis in an electronic format that is prescribed by the MSRB and available via the Electronic Municipal Market Access System ("EMMA") at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under Tables numbered 1 through 6; 8 through 20 and in Appendix B. The City will update and provide the information in Tables 1 through 6 and 8 through 20 within six months after the end of each fiscal year ending in and after 2023. The City will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2023. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site identified below or filed with the United States Securities and Exchange Commission (the "SEC"), as permitted by SEC Rule 15c2-12 (the "Rule").

The City's current fiscal year end is September 30. Accordingly, the City must provide updated information included in Tables 1 through 6 and 8 through 20 by the last day of March in each year, and audited financial statements for the preceding fiscal year (or unaudited financial statements if the audited financial statements are not yet available) as described above. If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data as set forth above.

EVENT NOTICES . . . The City will also provide timely notices of certain events to the MSRB. The City will 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 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 Obligations, or other material events affecting the tax status of the Obligations; (7) modifications to rights of holders of the Obligations, if material; (8) Obligation calls, 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, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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; and (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties. In addition, the City will provide timely notice of any failure by the City to provide annual financial information in accordance with their agreement described above under "Annual Reports." Neither the Obligations nor the Ordinances provides for debt service reserves, liquidity enhancement, or credit enhancement. In addition, the City will provide timely notice of any failure by the City to provide annual financial information in accordance with their agreement described above under "Annual Reports."

For the events listed in clause (15) and (16) above, the term "financial obligation" means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of either (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

For these purposes, any event described in clause (12) 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.

The City will provide each notice described in the previous paragraph to the MSRB through EMMA, in accordance with the Rule.

LIMITATIONS AND AMENDMENTS . . . The City has agreed to update information and to provide notices of specified events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Obligations at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Obligations may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement 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, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Obligations in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Obligations consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Obligations. If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

COMPLIANCE WITH PRIOR UNDERTAKINGS . . . During the last five years, the City has not failed to comply in any material respect with any material provisions of the continuing disclosure agreements made by the City in accordance with Rule 15c2-12.

OTHER INFORMATION

RATINGS

The presently outstanding tax supported debt of the City are rated “Aa1” by Moody’s and “AA+” by S&P, without regard to credit enhancement. Applications have been made to Moody’s and S&P for contract ratings on the Obligations. The ratings reflect only the respective views of such organizations and the City makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either or both of such rating companies, if in the judgment of either or both companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the Obligations.

LITIGATION

The City is a party to legal proceedings, many of which occur in the normal course of operations. It is not possible at the present time to estimate ultimate outcome or liability, if any, of the city with respect to the various proceedings. The City’s management believes that the ultimate outcome of the various lawsuits will not have a material adverse effect on the City’s financial position.

REGISTRATION AND QUALIFICATION OF OBLIGATIONS FOR SALE

The sale of the Obligations has not been registered under the federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Obligations have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Obligations been qualified under the securities acts of any jurisdiction. The City assumes no responsibility for qualification of the Obligations under the securities laws of any jurisdiction in which the Obligations may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Obligations must not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code) provides that the Obligations are negotiable instruments, investment securities governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking funds of municipalities or other political subdivisions or public agencies of the State of Texas. With respect to investment in the Obligations by municipalities or other political subdivisions or public agencies of the State of Texas, the PFIA requires that the Obligations be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency. See “OTHER INFORMATION - Ratings” herein. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Obligations are legal investments for state banks, savings banks, trust companies with at capital of one million dollars or more, and savings and loan associations. The Obligations are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. The City has made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Obligations for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Obligations for such purposes. No review by the City has been made of the laws in other states to determine whether the Obligations are legal investments for various institutions in those states.

LEGAL MATTERS

The City will furnish to the Initial Purchaser a complete transcript of proceedings had incident to the authorization and issuance of the Obligations, including the unqualified approving legal opinion of the Attorney General of Texas approving the Initial Obligations and to the effect that the Obligations are valid and legally binding obligations of the City, and based upon examination of such transcript of proceedings, the approving legal opinions of Bond Counsel. The customary closing papers, including a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain the issuance and delivery of the Obligations or which would affect the provision made for their payment or security, or in any manner questioning the validity of the Obligations will also be furnished. In its capacity as Bond Counsel, such firm has reviewed the information describing the Obligations in the Notices of Sale and Bidding Instructions, the Official Bid Forms and this Official Statement to verify that such information conforms to the provisions of the Ordinances. In connection with the transactions described in the Official Statement, Bond Counsel represents only the City. The City expects to pay the legal fees of Bond Counsel for services rendered in connection with the issuance of the Obligations from proceeds of the Obligations. The legal opinion will accompany the Obligations deposited with DTC or will be printed on the Obligations in the event of the discontinuance of the Book-Entry-Only System.

The various legal opinions to be delivered concurrently with the delivery of the Obligations express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise from the transaction.

AUTHENTICITY OF FINANCIAL DATA AND OTHER INFORMATION

The financial data and other information contained herein have been obtained from City records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

FINANCIAL ADVISOR

Hilltop Securities Inc. is employed as Financial Advisor to the City in connection with the issuance of the Obligations. The Financial Advisor's fee for services rendered with respect to the sale of the Obligations is contingent upon the issuance and delivery of the Obligations. Hilltop Securities Inc., in its capacity as Financial Advisor, has relied on the opinions of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Obligations, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements. The City's actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

INITIAL PURCHASER

After requesting competitive bids for the Bonds, the City accepted the bid of _____ (the "Initial Purchaser of the Bonds") to purchase the Bonds at the interest rates shown on page 2 of this Official Statement at a price of _____. The Initial Purchaser of the Bonds can give no assurance that any trading market will be developed for the Bonds after their sale by the City to the Initial Purchaser of the Bonds. The initial yields shown on page 2 of this Official Statement will be established by and are the sole responsibility of the Initial Purchaser of the Bonds and may subsequently be changed at the sole discretion of the Initial Purchaser of the Bonds. The City has no control over the determination of the initial yields and has no control over the prices at which the Bonds are sold in the secondary market.

After requesting competitive bids for the Certificates, the City accepted the bid of _____ (the "Initial Purchaser of the Certificates" and, together with the Initial Purchaser of the Bonds, the "Initial Purchaser") to purchase the Certificates at the interest rates shown on page 4 of this Official Statement at a price of _____. The Initial Purchaser of the Certificates can give no assurance that any trading market will be developed for the Certificates after their sale by the City to the Initial Purchaser of the Certificates. The initial yields shown on page 4 of this Official Statement will be established by and are the sole responsibility of the Initial Purchaser of the Certificates and may subsequently be changed at the sole discretion of the Initial Purchaser of the Certificates. The City has no control over the determination of the initial yields and has no control over the prices at which the Certificates are sold in the secondary market.

CERTIFICATION OF THE OFFICIAL STATEMENT AND NO-LITIGATION CERTIFICATE

At the time of payment for and delivery of the Obligations, the Initial Purchaser will be furnished a certificate, executed by a proper City official, acting in such person's official capacity, to the effect that to the best of such person's knowledge and belief: (a) the descriptions and statements of or pertaining to the City contained in its Official Statement and any addenda, supplement or amendment thereto, for its Obligations on the date of such Official Statement, on the date of purchase of said Obligations, and on the date of delivery, were and are true and correct in all material respects; (b) insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of, or pertaining to, entities other than the City and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and that the City has no reason to believe that they are untrue in any material respect; (d) there has been no material adverse change in the financial condition of the City since September 30, 2022, the date of the last audited financial statements of the City and (e) no litigation of any nature has been filed or is pending, as of the date of delivery of the Obligations, of which the City has notice to restrain or enjoin the issuance, execution or delivery of the Obligations, in any manner questioning the authority or proceedings for the issuance, execution, or delivery of the Obligations; or which would affect the provisions made for their payment or security, or in any manner question the validity of the Obligations.

MISCELLANEOUS

The financial data and other information contained herein have been obtained from the City's records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

The Ordinances will also approve the form and content of this Official Statement, and any addenda, supplement or amendment hereto, and authorize its further use in the reoffering of the Obligations by the Initial Purchaser.

Mayor
City of College Station, Texas

ATTEST:

City Secretary
City of College Station, Texas

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY

THE CITY

The City, located in Brazos County, is situated in the middle of a triangle bounded by Dallas/Fort Worth, Houston, and San Antonio/Austin. Approximately 80% of the Texas population is located within a 200 mile radius of the City. In addition to being a residential community for faculty, students and other personnel of Texas A&M University, the City also serves as a regional manufacturing, retail and health care hub.

The City was incorporated in 1938 and has a Council-City Manager form of government with City employees totaling 1,044.75 currently.

The City adopted and enforces comprehensive zoning and building restrictions aimed at assuring orderly growth and development. The City's ordinances require all subdividers, at their own expense and without provision for refund, to install streets and water and wastewater lines in any planned subdivision. These facilities are constructed under the City's specifications and inspection and when completed are deeded to the City free and clear. All areas within the City are now adequately served with water, wastewater and electric service.

Proximity to three of the nation's largest cities, college-town cultural amenities, relatively low cost of living, varied housing options, warm climate and low crime rate have resulted in significant population growth over the last decade.

CITY OWNED FACILITIES

The City maintains approximately 598 linear miles of streets within city limits, 99% of which are hard surface. The City has a complete water distribution, wastewater collection and treatment system with 872 miles of wastewater and water lines. The City owns the electrical distribution system with approximately 539 miles of distribution lines and 20 miles of 138kv transmission lines.

The City has a fully equipped police department with 226 budgeted personnel positions. The department has 71 police patrol vehicles. The fire department consists of 174 budgeted personnel positions. There are six stations and a total of 8 engines, 7 ambulances, 2 command vehicles, 1 rescue truck, 2 ladder trucks, 1 tanker truck, and 1 grass fire truck.

EDUCATIONAL FACILITIES

The College Station Independent School District (the "School District") is a fully accredited system offering 19 educational campuses for pre-kindergarten through high school. The School District has a student enrollment in excess of 13,500 and employs close to 2,000 people. On November 3, 2021 the voters passed a 3 of 4 bond proposition for the School District that includes campus renovations and equipment/infrastructure updating.

College Station is home to Texas A&M University which provides higher education, offering both four year college programs and graduate degree programs to approximately 74,000 enrolled students.

HEALTH CARE

CHI St. Joseph Health College Station Hospital, is a 200,000 square foot community healthcare provider located on 25 acres within the city limits of College Station. The hospital is a 167-bed facility and is a licensed Level III Trauma unit. CHI St. Joseph Health College Station is the only hospital in the Brazos Valley Region to receive national certification in joint replacement from the Joint Commission. They are also an accredited Chest Pain Center, a certified Primary Stroke Center and the region's first accredited Sleep Center. The over 650 healthcare professionals work every day at a place of healing, caring and connection for patients and families in the community

Baylor Scott & White Medical Center – College Station is a 403,000 square foot, five story, 143-bed hospital located on a 98 acre campus near the intersection of Texas Highway 6 and Rock Prairie Road within the City of College Station. Baylor Scott & White Medical Center – College Station is a nationally accredited Chest pain Center as well as a Level III Trauma Center. Scott & White Clinic – Rock Prairie, a four-story medical office building, is also located on the campus adjacent to the hospital. Baylor Scott and White Medical Center - College Station houses an emergency department, cardiac services including cath labs, neonatal intensive care unit, comprehensive cancer services, operating rooms, maternity services suites, endoscopic procedure suites, intra operative robotics and other specialty services, all supported by a pharmacy, comprehensive state-of-the-art imaging technology and other diagnostic capabilities.

Other area health care providers include: St. Joseph Regional Health Care Center, Baylor Scott and White Clinic, and The Physicians Centre.

MEDICAL DISTRICT

The College Station Medical District Master Plan establishes guiding principles for the development of approximately 1,700 acres in south College Station to accommodate medical facilities, walkable village centers, commercial space, and a variety of residential unit types, all in close proximity to parks, open space, and trails. To ensure the long-term success of the District, the City has created a Tax Increment Reinvestment Zones to help fund the necessary infrastructure. The City activated a Municipal Management District along the relatively undeveloped east side of State Highway 6 to be used as a tool for development of these areas as well.

TRANSPORTATION

U.S. Highway 190/State Highway 21 links the City to Interstate 45 which is located approximately 35 miles to the east. State Highway 21 via U.S. Highway 290 also links the City to Austin, located approximately 110 miles to the west. State Highway 6 links the City to Waco (100 miles) and Interstate 35 to the north and Houston (90 miles) to the south. Also, State Highway 30 links the City to Huntsville (45 miles) and Interstate 45 to the east.

Airlines	Commercial, corporate and private airport facilities are provided by Easterwood Airport, which is located on the City's west side and is owned and operated by Texas A&M University. American Eagle Airlines provides daily flights to and from Dallas-Fort Worth Airport out of Easterwood. This airport recently completed a \$15 million renovation to the terminal. Coulter Field is located north of the City of Bryan and provides a 4,000 foot lighted runway. Coulter Field offers all types of services for the private aircraft.
Bus Lines	Two bus lines serve the City with daily service connecting the City with Houston and Dallas.
Railroads	Rail freight service is provided by the Union Pacific Railroad. Union Pacific Railroad operates a main freight line from Houston through Bryan-College Station to Dallas-Fort Worth and beyond.

RECREATION

The College Station parks system encompasses 1,895 acres of parks and facilities spread throughout the city. This includes 4 dog parks, 1 skate park, 86 playgrounds, 4 recreation centers, 12 ponds, 2 pools, 2 splash pads, 60 miles of walking trails, 2 municipal cemeteries and the Ringer Library.

POPULATION

	Official U.S. Census ⁽¹⁾					
	1970	1980	1990	2000	2010	2020
City of College Station	17,676	37,272	52,456	67,890	93,857	120,511
Brazos County	57,978	93,588	121,862	152,415	194,851	233,849

(1) U.S. Census Bureau, American Community Survey

ECONOMIC BACKGROUND

Texas A&M University and System

Texas A&M opened its doors in 1876 as the state's first public institution of higher learning. Located in College Station, Texas (about 90 miles northwest of Houston and within a two to three-hour drive from Austin and Dallas), Texas A&M's main campus is home to approximately 74,000 students, with more than 528,000 former students worldwide. As one of only 62 members of the prestigious Association of American Universities (AAU), an association of leading public and private research universities in the United States and Canada, Texas A&M boasts some of the top programs in academic research and scholarship. Texas A&M and the Texas A&M University System employ more than 27,000 full and part-time personnel.

Texas A&M is one of only 17 institutions in the nation to hold the triple designation as a land-grant, sea-grant, and space-grant university.

In May 2016, the Chancellor of The Texas A&M University System unveiled plans to invest \$150 million to create a new research and development campus to help companies move ideas from the laboratory to the marketplace while also offering a new path toward a college degree. The Texas A&M University System RELLIS Campus is more than a research and educational facility. It is an ecosystem of transformative innovation like few others in the world. Through partnerships with Texas A&M University System, Blinn College, workforce training organizations and the private sector, RELLIS is the first integrated education, research and testing institution in the state of Texas. The educational programs at RELLIS focus on collaboration beyond institutional affiliation, and the campus will serve as a model for the future of higher education by cultivating powerful opportunities for students. This multi-industry and education model provides unique opportunities for both global enterprises and companies located in the Bryan-College Station area. By assembling a diverse spectrum of engineering and technology tenants into one location, the campus fosters collaboration between enterprises that

seek to shape the future through transformation, innovation, and education. Current initiatives underway at RELIS are the Army Future Command's Bush Combat Development Complex, work with 5G technology, autonomous vehicle driving, and transportation material testing and labs are just a few to mention.

George Bush Presidential Library and Museum

The City is the site of the George Bush Presidential Library and Museum, located on the campus of Texas A&M University. Texas A&M provides programs and facilities such as research and instructional programs related to the library and museum, a conference center, communications center, educational museum/library center, and family-oriented facilities such as a park surrounding the presidential library and museum. In 2021 fundraising started for the expansion of the library. The new expansion will house the 4141 locomotive engine that carried President Bush to his final resting place and the Marine One helicopter President Bush used. The new addition will be open to the public in June of 2024. The Presidential Library and Museum is also part of the George Bush Presidential Library Center which is home to the prestigious Bush School of Government and Public Service.

Century Square

The City continues to experience growth. The growth has resulted in continued retail development, especially in the Tower Point and Caprock developments in the southern part of the City with new restaurants and other businesses opening and others under construction to serve the ever growing residential populations in that area of the City. However, that growth has expanded to the north side of College Station where mixed-used facilities and additional hotels near the Texas A&M campus are under construction.

One such development is Century Square. This 60-acre development creates a dynamic community center where people congregate from across the region to experience a walkable, urban destination. The project features premier retail and restaurant establishments, entertainment venues, 60,000 SF of Class-A office, two full-service hotels: The George and Cavalry Court, luxury apartment homes: 100 Park, and an activated central gathering space.

Athletics

Athletics is an integral part of College Station. Texas A&M University, along with the City, hosts a multitude of athletic events. Texas A&M University is the home of Kyle Field, Reed Arena, Olsen Field at Bluebell Park, Aggie Softball Complex, George P. Mitchell Tennis Center and Gilliam Indoor Track Stadium. Several of Texas A&M teams have won both conference and national titles over the past five years with every university varsity level team competing in post-season play for the 2015-2016 season. This has positioned the University to host regional payoffs as well as national championship games. Texas A&M's move to the Southeastern Conference (SEC) in 2012 has proved positive for the City. For the Texas A&M's football team ranked eighth in the nation in average attendance for the 2022 season with average attendance of 97,213 for home games, according to figures released by the NCAA.

The City's premiere sport complexes, as well as the ease to get around, makes College Station attractive to a number of high profile organizations. Over the past several years, Texas Amateur Athletic Federation has chosen College Station to host state tournaments and events. In addition, the City facilitates four major softball tournaments, multiple soccer tournaments, two 7 on 7 football tournaments and baseball tournaments throughout the year.

MAJOR AREA EMPLOYERS

<u>Firm Name</u>	<u>Product</u>	<u>Number of Employees</u>
Texas A&M University and System	Education/Research	27,000+
Bryan ISD	Education	2000+
College Station ISD	Education	2000+
Texas A&M Health Science Center	Education	2000+
Reynolds & Reynolds	Computer Hardware and Software	1800+
Blinn College - Bryan Campus	Education	1000+
Sanderson Farms, Inc.	Poultry Processing	1000+
CHI St. Joseph's Regional Hospital	Health Service	1000+
Wal-Mart/Sam's	Retail	1000+
HEB Grocery	Retail	1000+
City of College Station	Government	1000+
Brazos County	Government	500-999
City of Bryan	Government	500-999
Ply Gem Windows	Manufacturing	500-999
Baylor Scott & White	Health Service	500-999
Fujifilm Diosynth Biotechnologies	Biotechnology	500-999

Source: Brazos Valley Economic Development Corp.

The City of College Station has a diverse, growing employment base comprised of a broad range of industry sectors including education, hospitality, professional services, healthcare, and biotechnology. For 2022, the U-Haul Growth Index ranked College Station the #1 growth market in Texas and the Milken Institute ranked College Station the 4th best performing small city in Texas.

College Station is home to Texas A&M University, one of the country's largest public universities and is also the headquarters for the Texas A&M University System, a statewide network comprised of 11 universities and eight state agencies. Texas A&M University boasts more than \$1 billion in annual R&D expenditures and offers opportunities for local businesses to utilize the University's talent pipeline, subject matter experts, research centers, institutes and agencies.

In addition to the impact of the Texas A&M University System, the city also is home to emerging life science and information technology sectors with major employers including FUJIFILM Diosynth Biotechnologies, Matica Biotechnology, Lynntech, Reynolds and Reynolds, and StataCorp. Additionally, the area serves as a medical hub for the region anchored by Baylor Scott & White Medical Center and St. Joseph Health College Station Hospital.

The City has multiple dedicated business parks to support the ongoing recruitment of primary industry employers including Midtown Business Park (252 acres), Business Center at College Station (200 acres), Texas A&M Research Park (350 acres), and BioCorridor (160 acres).

LABOR STATISTICS

College Station

Year	Labor Force	Total Employment	Unemployment	Rate
2019	61,075	59,375	1,700	2.8%
2020	60,226	57,240	2,986	5.0%
2021	63,908	61,446	2,462	3.9%
2022	66,405	64,339	2,066	3.1%
2023 ⁽¹⁾	68,430	65,879	2,551	3.7%

Brazos County

Year	Labor Force	Total Employment	Unemployment	Rate
2019	117,735	114,547	3,188	2.7%
2020	117,019	110,773	6,246	5.3%
2021	123,982	118,912	5,070	4.1%
2022	128,477	124,512	3,965	3.1%
2023 ⁽¹⁾	132,218	127,492	4,726	3.6%

Source: Texas Workforce Commission.

(1) Average as of February 2023.

BUILDING PERMITS

College Station has grown rapidly over the past 30 years as evidenced by an increase in population from 37,272 in 1980 to 93,857 in 2010. As of 2023, the estimated population of College Station was 126,056. The following table sets forth the number and value of construction permits issued by the City over the past several years.

Calendar Year	Residential Construction		Commercial Construction		Other Construction*		Total	
	Number of Permits	Value	Number of Permits	Value	Number of Permits	Value	Number of Permits	Value
2018	1,953	\$ 177,627,344	461	\$ 103,143,722	\$ -	\$ -	2,414	\$ 280,771,066
2019	553	100,803,824	102	80,992,499	1,911	98,242,242	2,566	280,038,565
2020	610	110,135,433	82	81,220,448	656	35,731,929	1,348	227,087,810
2021	778	218,422,222	89	186,326,238	2,224	66,261,099	3,091	471,009,559
2022	604	161,031,495	69	162,805,810	1,268	178,011,234	1,941	501,848,539

Source: The City.

* Starting in 2019 all new pools, remodels/renovations, new roofs, demolitions, slab only and other improvements are reported under "Other Construction". These permits were previously reported under Residential and Commercial.

COUNTY CHARACTERISTICS

Brazos County was created in 1841 from Robertson and Washington Counties. The economy is diversified primarily by agribusiness, computer manufacturing, research and development, and education. The Texas Almanac designates cattle, hogs, sorghums, corn, cotton, wheat, oats and pecans as the principal sources of agricultural income.

The County had a 2020 census population of 233,849, an increase of 20% since 2010. Minerals produced in the County include sand and gravel, lignite, gas and oil.

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APPENDIX B

EXCERPTS FROM THE
CITY OF COLLEGE STATION, TEXAS
ANNUAL FINANCIAL REPORT
For the Year Ended September 30, 2022

The information contained in this Appendix consists of excerpts from the City of College Station, Texas Annual Financial Report for the Year Ended September 30, 2022, and is not intended to be a complete statement of the City's financial condition. Reference is made to the complete Report for further information.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

2023 Debt Issue

General Government 2022 General Obligation Authorization				
Street Projects				
	2,000,000	Rock Prairie Road East Widening	ST2303	20 Yrs
Total	\$ 2,000,000			
Park Projects				
	750,000	Bachmann Little League and Senior League/Soccer Buildings	PK2304	20 Yrs
	200,000	Pickleball/Futsal Courts	PK2305	7 Yrs
	200,000	Bee Creek/Central Park Tennis Courts	PK2306	7 Yrs
	400,000	Mabel Clare Thomas Park Redevelopment	PK2307	7 Yrs
	150,000	Lincoln Center Area Improvements	PK2308	7 Yrs
	700,000	Central Park Operations Shop	PK2309	20 Yrs
Total	\$ 2,400,000			
Vertical, Facilities, IT Projects				
	2,500,000	Fire Station #7	GG2306	20 Yrs
Total	\$ 2,500,000			
All GOB Subtotal	\$ 6,900,000			18.65%
General Government Certificates of Obligation				
Vertical, Facilities, IT Projects				
	1,000,000	IT Revolver	COTBD	7 Yrs
Total	\$ 1,000,000			
Street Projects				
	5,000,000	Streets Revolver	ST2301	20 Yrs
	3,800,000	Jones Butler Road Extension and Roundabout	ST2006	20 Yrs
Total	\$ 8,800,000			
Governmental CO Subtotal	\$ 9,800,000			26.49%

Utility Certificates of Obligation

Water Projects

	800,000	Wells 1, 2 & 3 MCC Replacement	WA1800005	20 Yrs
	1,000,000	Lincoln Avenue Rehab	WA1900002	20 Yrs
	5,250,000	Jones Butler Rehab	WA2001	20 Yrs
	500,000	State Highway 6 Utility Relocates (Graham to Barron)	WA2205	20 Yrs
	250,000	State Highway 6 Utility Relocates (Sonoma to Victoria)	WA2206	20 Yrs
Total	\$ 7,800,000			

Wastewater Projects

	250,000	McCulloch Utility Rehab	WW1900001	20 Yrs
	500,000	Carter Creek Blower Bldg #3 Repl	WW1900003	20 Yrs
	500,000	Carter Creek Blower Bldg #2 Repl	WW1800003	20 Yrs
	500,000	Alum Creek Sewer Trunkline	WW2301	20 Yrs
	250,000	Krenek Tap Rehab	WW2203	20 Yrs
Total	\$ 2,000,000			

Electric Projects

	275,000	General Plant	Various	20 Yrs
	7,485,000	Overhead & Underground Imp.; Distribution	Various	20 Yrs
	2,740,000	Transmission Projects	Various	20 Yrs
Total	\$ 10,500,000			

Utility CO Subtotal	\$ 20,300,000	54.86%
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All CO Subtotal	\$ 30,100,000
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Total Debt Issue	<u><u>\$ 37,000,000</u></u>
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Est. Issuance Costs (0.75% of total debt issued)	\$ 278,000
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Total	\$ 37,278,000
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June 12, 2023
Item No. 9.3.
Standard of Care Ordinance

Sponsor: Steve Wright

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance adopting the standards of care for the City's Parks and Recreation Department's elementary age (5-13) Youth Recreational Program in compliance with the exemptions for childcare licensing according to Texas Human Resources Code Section 42.041(b)(14).

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends Council adopt the proposed Standard of Care Ordinance.

Summary: The Department of Human Services and Department of Protective and Regulatory Services passed updated legislation specifically regarding the regulation of certain facilities, homes, and agencies that provide child-care services. According to Texas Human Resources Code Section 42.041, the services provided by the Parks and Recreation Department within the City of College Station meet all exemptions to this legislation. However, our compliance must be evidenced through an approved Standard of Care Ordinance. In conjunction with the City Attorney's Office, the Parks & Recreation staff has drafted the ordinance for adoption.

Budget & Financial Summary: N/A

Attachments:

1. 2023 - ORDINANCE - 05-8-23

ORDINANCE NO. _____

AN ORDINANCE ADOPTING LOCAL STANDARDS OF CARE FOR THE CITY PARKS AND RECREATION DEPARTMENT'S ELEMENTARY AGE (5 - 13) YOUTH RECREATION PROGRAMS.

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

PART 1. AUTHORITY.

The Council adopts these local standards of care for the Parks and Recreation Department children's recreational programs under Texas Human Resources Code Section 42.041(b)(14) (Required License and Accreditation) and its home rule authority.

PART 2. DEFINITIONS.

In this ordinance:

- (1) RECREATION ASSISTANT means a person responsible for the direct care or administration, clerical support, food preparation, or Facility maintenance.
- (2) DEPARTMENT means the Parks and Recreation Department.
- (3) DIRECTOR means the director of the Parks and Recreation Department.
- (4) DESIGNEE means a person appointed by the Director to act on the Director's behalf.
- (5) FACILITY means a building or improvement operated or used by the Department in conducting a Recreational Program.
- (6) PARTICIPANT means a child age five to 13 years old who is enrolled in a Recreational Program and is under the supervision of Department staff.
- (7) RECREATIONAL PROGRAM OR PROGRAM means a fee-based children's program or activity offered and supervised by the Department that requires a Participant to enroll or register to participate.
- (8) STAFF means a person who is employed by the Department to work in a Recreational Program.
- (9) VOLUNTEER means a person assisting without remuneration in the care or supervision of Participants.

PART 3. PROGRAM ADMINISTRATION.

- (A) The Department shall operate Recreational Programs in compliance with this Ordinance and the Department's rules adopted under this Ordinance.

- (B) The Director, or Designee, shall administer the programs.

PART 4. PROGRAM RULES; MONITORING.

- (A) The Director shall adopt rules relating to the operation of the programs. A rule adopted under this Ordinance may be more restrictive than the minimum standards adopted by this Ordinance.
- (B) The Director shall monitor the programs to ensure compliance with the standards adopted in this Ordinance and the rules.

PART 5. REQUIRED SUPERVISION FOR NON-AQUATIC RECREATIONAL PROGRAMS.

- (A) Except as provided in Subsection (B), the Department shall provide Recreation Assistants during a Recreational Program at a minimum as follows:
- (1) one Recreation Assistant for each 12 Participants between the ages of five and nine years old; and
 - (2) One Recreation Assistant for each 15 Participants between the ages of ten and 13 years old.
- (B) The Department shall provide activity leaders during a Recreational Program designed for Participants with a disability at a minimum as follows:
- (1) one Recreation Assistant for each four Participants between the ages of five and 12; and
 - (2) One Recreation Assistant for each eight Participants between the ages of 12 and 13 years old.

PART 7. REQUIREMENTS FOR ACTIVITY LEADERS.

- (A) The Department shall provide a minimum of one Recreation Assistant for each class or group enrolled in a Recreational Program.
- (B) A Recreation Assistant must be at least 16 years old.
- (C) A Recreation Assistant must retain the following certification from a nationally recognized organization approved by the Director:
- (1) cardiopulmonary resuscitation for adults, children and infants;
 - (2) use of an automated external defibrillator; and
 - (3) first aid.

PART 8. STAFF AND VOLUNTEER TRAINING REQUIREMENTS.

- (A) The Director shall establish training requirements for all Staff and Volunteers who provide direct care or supervision to Participants.
- (B) At least one Staff member at each Facility must have current training in first aid, automated external defibrillator, and cardiopulmonary resuscitation for adults, children and infants from a nationally recognized program that has been approved by the Director.

PART 9. PERSONNEL RESTRICTION.

- (A) A person may not be employed or serve as a Volunteer in a Recreational Program if:
 - (1) the person would be permanently barred from being present at a child care operation while children are in care under the Texas Administrative Code Title 40, Part 19, Chapter 745 (Licensing); or
 - (2) The Director determines that, based on the criminal history and other relevant and credible information, the person poses a risk to the safety or health of Participants.
- (B) The Director may obtain a criminal history record of any employee or Volunteer working or applying to work in a Recreational Program.

PART 10. FACILITY OPERATION; PHYSICAL ENVIRONMENT.

- (A) The Department may not operate a Recreational Program at a Facility unless the Facility meets the following requirements:
 - (1) The Facility and equipment used in the Program do not present fire, health, or safety hazards and are kept free of refuse and debris;
 - (2) The Facility is inspected annually for safety by the Department;
 - (3) The Facility is kept free of insects, rodents, and stray animals;
 - (4) The Facility has clearly marked emergency exits;
 - (5) The Facility has a disaster and evacuation procedure posted in a visible location;
 - (6) The Facility is used and maintained in accordance with the fire prevention requirements of Chapter 25-12 (Technical Codes) and the fire chiefs directives, including not fewer than four fire drills each year;
 - (7) First aid and infection control kit are kept at the Facility, including sufficient additional kits to be taken to other locations at which Participants engage in a Program activity;
 - (8) First aid guidelines are on file and visibly posted at the Facility, including: (a) cardio pulmonary resuscitation and rescue breathing sequence guidelines; (b) first aid review; and (c) emergency action plans; and

- (9) The Facility has a sufficient number of restrooms that are equipped for independent use by children and that are designed to permit Staff supervision if necessary.
- (B) The Department shall maintain a campground or primitive Facility used for a Recreation Program in compliance with the requirements of Subsection (A) to the extent possible.
- (C) The Department shall maintain equipment used in the programs in good condition. Department Staff shall remove a defective tool, machinery, appliance, or other equipment and report the defective item to a supervisor. Unauthorized Staff may not repair defective equipment.

PART 11. PHYSICAL HEALTH STANDARDS.

- (A) A Staff member shall supervise a Participant who is ill or injured until a parent or other authorized adult removes the Participant from the Facility.
- (B) Staff shall keep a Participant whose illness or medical condition would compromise the health or safety of the others separate from the others until the child is removed from the Facility.
- (C) Staff shall call a Participant's parent or guardian if Participant has an oral temperature of 100.4 degrees Fahrenheit or greater, accompanied by behavior changes or other signs or symptoms of illness.
- (D) Staff may not admit or readmit a Participant whose illness or medical condition prevents the Participant from comfortably participating in program activities or places other Participants at risk to the Facility for the duration of the illness or condition.
- (E) In the case of an acute illness or injury to a Participant, Staff shall call for an emergency vehicle to transport the Participant to an authorized medical facility.

PART 12. MEDICATION STANDARDS.

- (A) A Staff member may not administer medication to a Participant without a parental medication authorization. Staff may not administer medication that is not in its original container or past the expiration date on the container.
- (B) A Staff member may not administer an injection or an amount of medication that is inconsistent with the prescribed dosage. A Staff member may administer an epinephrine auto-injector device if the Staff member has completed training approved by the Department.
- (C) A Staff member may not accept more than a daily supply of medication for a Participant and the member shall return the unused medication to the parent on at the end of the day.

- (D) Staff must keep medication in a locked and secured location that is not accessible by Participants.
- (E) A Staff member shall maintain a medication log that includes the name of the child to whom the medication is administered, the time the medication is dispensed, and the name of the person dispensing the medication.

PART 13. DISTRIBUTION OF STANDARDS.

- (A) The Department shall post and make available copies of the standards adopted in this Ordinance or by rules adopted under this Ordinance.
- (B) The Department shall inform parents or guardians of each Participant that the Recreational Programs are not licensed by the state. The programs may not be advertised as child-care facilities.

PART 14. ENFORCEMENT.

The Director or Designee shall monitor and enforce this Ordinance and the standards herein required by law.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2023.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

June 12, 2023
Item No. 9.4.
Rezoning - 1100 Dexter Drive South

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban to MH Middle Housing for approximately 0.4 acres of land at 1100 Dexter Drive South, generally located south of the intersection of Holleman Drive and Dexter Drive South.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their May 18, 2023 meeting and recommended 7-0 to deny the request.

Staff recommends approval of the request.

Summary: This request is to rezone approximately 0.4 acres of land generally located south of the intersection of Holleman Drive and Dexter Drive South from GS General Suburban to MH Middle Housing. The subject property is currently vacant and has not been platted. The applicant intends to develop the property and rezone to allow for a housing type permitted under the Middle Housing zoning district.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject property is designated on the Comprehensive Plan Future Land Use & Character Map as Mixed Residential. For the Mixed Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for a mix of moderate density residential development including, townhomes, duplexes, small multifamily buildings (3-12 units), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows the original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

The intent of the Mixed Residential land use is to accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern that supports surrounding neighborhoods. Developments in this district should prioritize a mix of housing types and scales located near community facilities or adjacent to commercial or neighborhood centers. These areas also may serve as a buffer between multi-family and suburban residential areas.

The zoning districts that are generally appropriate within this land use include: middle housing, duplex, townhouse, and limited-scale single-family zoning.

The proposed MH Middle Housing zoning district is designed to be flexible and provide a variety of housing options by right. It allows for detached single-family residences, duplexes, townhomes, courtyard houses, small and medium multiplexes, and live-work units which are in line with the Comprehensive Plan. Shared housing is also an allowable use within this zoning district.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is surrounded by low to medium density residential development with detached single-family dwellings to the north, east and west, and townhome structures to the south. The MH Middle Housing zoning district enables an incremental increase in residential density on this vacant site, while also enabling the possible future redevelopment of this lot at an appropriate scale. In addition, the lot has frontage on Holleman Drive (a minor arterial). The residential uses permitted in MH Middle Housing zoning district are appropriate for the surrounding areas as it would allow for an increase in residential density in the area against the thoroughfare.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for a housing product type permitted in the Middle Housing district, which allows for residential uses such as single-family, townhouses, and multiplex structures. Since this property has not been subdivided, replatting would be required in order to comply with the Middle Housing dimensional standards.

4. Whether there are available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with the site redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is located at the intersection of Dexter Drive South and Holleman Drive. The residential lot may take access from Dexter Drive South, which is classified as a local street. However, depending on the use of the property, access may be allowed on Holleman Drive which is classified as a Minor Arterial on the Thoroughfare Plan. The proposed use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant states that the single-family housing is permitted, but they indicate the property is prime for repurposing and located between other residential uses on an arterial thoroughfare.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use Map

7. Rezoning Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM GS GENERAL SUBURBAN TO MH MIDDLE HOUSING AFFECTING APPROXIMATELY 0.4 ACRES AT 1100 DEXTER DRIVE SOUTH, GENERALLY LOCATED SOUTH OF THE INTERSECTION OF HOLLEMAN DRIVE AND DEXTER DRIVE SOUTH CERTAIN PROPERTIES AS DESCRIBED 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 Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban to MH Middle Housing:

METES AND BOUNDS DESCRIPTION

Being a tract of land containing 0.4183 acres in the Crawford Burnett Survey, A-7, Brazos County, Texas, being the remainder of the 0.45 acre tract, as recorded in Vol. 6099, Page 150, of the Brazos County Official Records (B.C.O.R.), save and except a 0.0127 acre tract, as recorded in Vol. 447, Page 586 of the B.C.O.R. All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary referenced to 1/2” and 5/8” iron rods found and referred to the previously recorded deed, and as surveyed on the ground on December 21st of 2021. This description is also referred to the plat prepared by ATM Surveying, Project No. 2021-03814, and being more particularly described as follows:

BEGINNING at a 1/2” iron rod found for the east corner of this tract, also being the north corner of the Jerrold Summerlin called Lot 1 Block 1 of the Dexter Place, as recorded in Vol. 1391, Page 186 of the B.C.O.R., also being a point in the southwest right-of-way line of South Dexter Drive (50’ R.O.W.);

THENCE South 41°45’50” West, a distance of 130.13 feet along the common line between this tract and said Summerlin tract to a 5/8” iron rod found for the south corner of this tract, also being an east corner of Lot 3 Block 1 of the Campus-Park Phase 1B, as plat recorded in Vol. 3735, Page 121 of the B.C.O.R.;

THENCE North 48°11’17” West, a distance of 140.10 feet along the common line between this tract and said Lot 3, and then along Lot 2 Block 1, and then along Lot 1 Block 1 to a 1/2” iron rod with maroon plastic cap marked “RPLS 6132 - ATM SURV” set for the west corner of this tract, also being a point in the southeast right-of-way line of Holleman Drive (50’ R.O.W.), from which a 1/2” iron rod with yellow plastic cap marked “KERR 4502” found bears S 39°13’51” W, a distance of 195.52 feet for reference;

THENCE North 41°45’46” East, a distance of 129.98 feet along the common line between this tract and said Holleman Drive to a 5/8” iron rod found for the north corner of this tract, also being a point in the southwest right-of-way line of South Dexter Drive;

THENCE South 48°14’50” East, a distance of 140.10 feet along the common line between this tract and said South Dexter Drive to the **PLACE OF BEGINNING** containing 0.4183 acres.



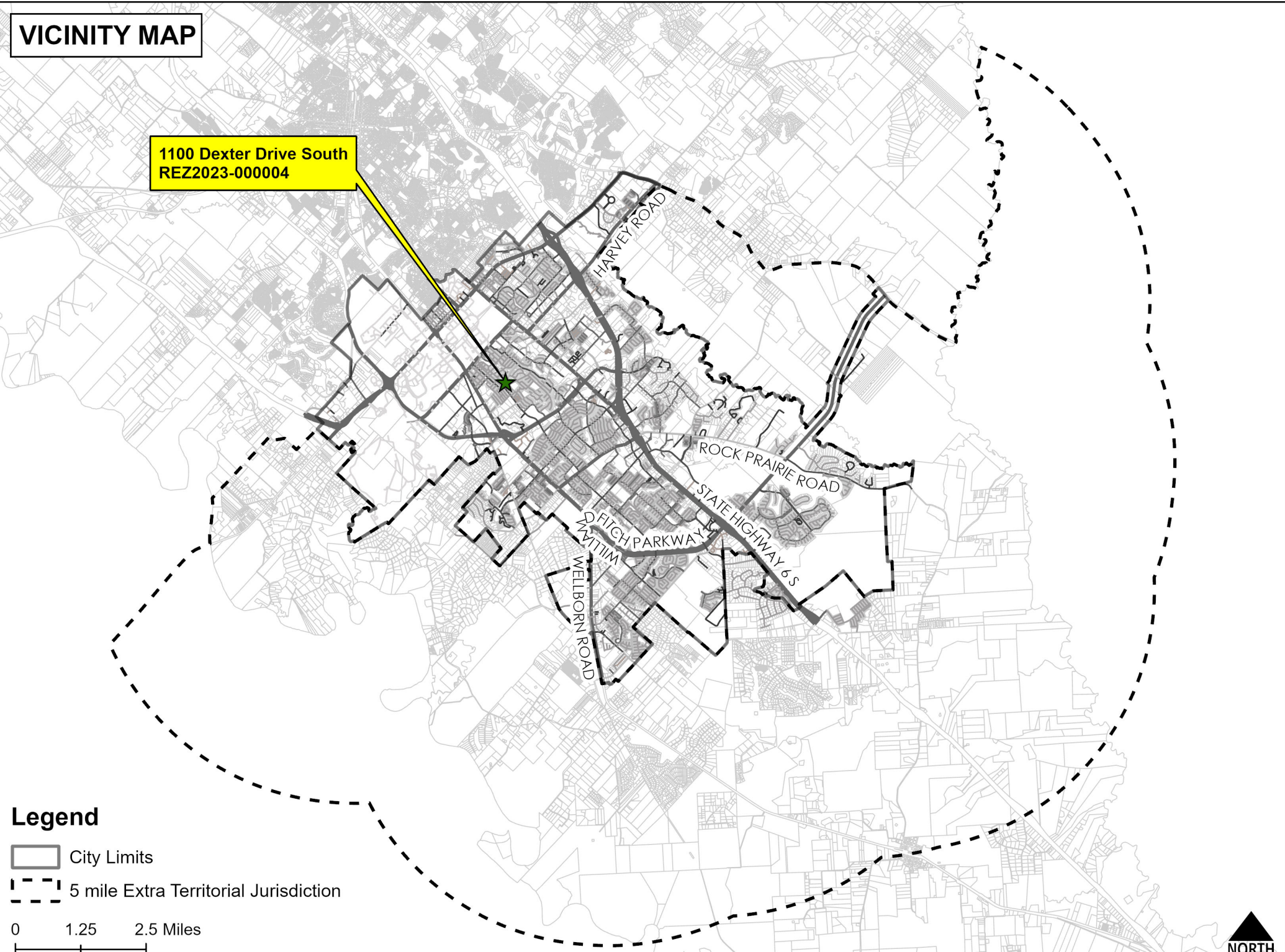

Adam Wallace
Texas Registered Professional Land Surveyor No. 6132 - FIRM #101784-00
21 - 03814 - S Dexter - 1100-LEGAL —12/21/2021

Exhibit B



VICINITY MAP

1100 Dexter Drive South
REZ2023-000004

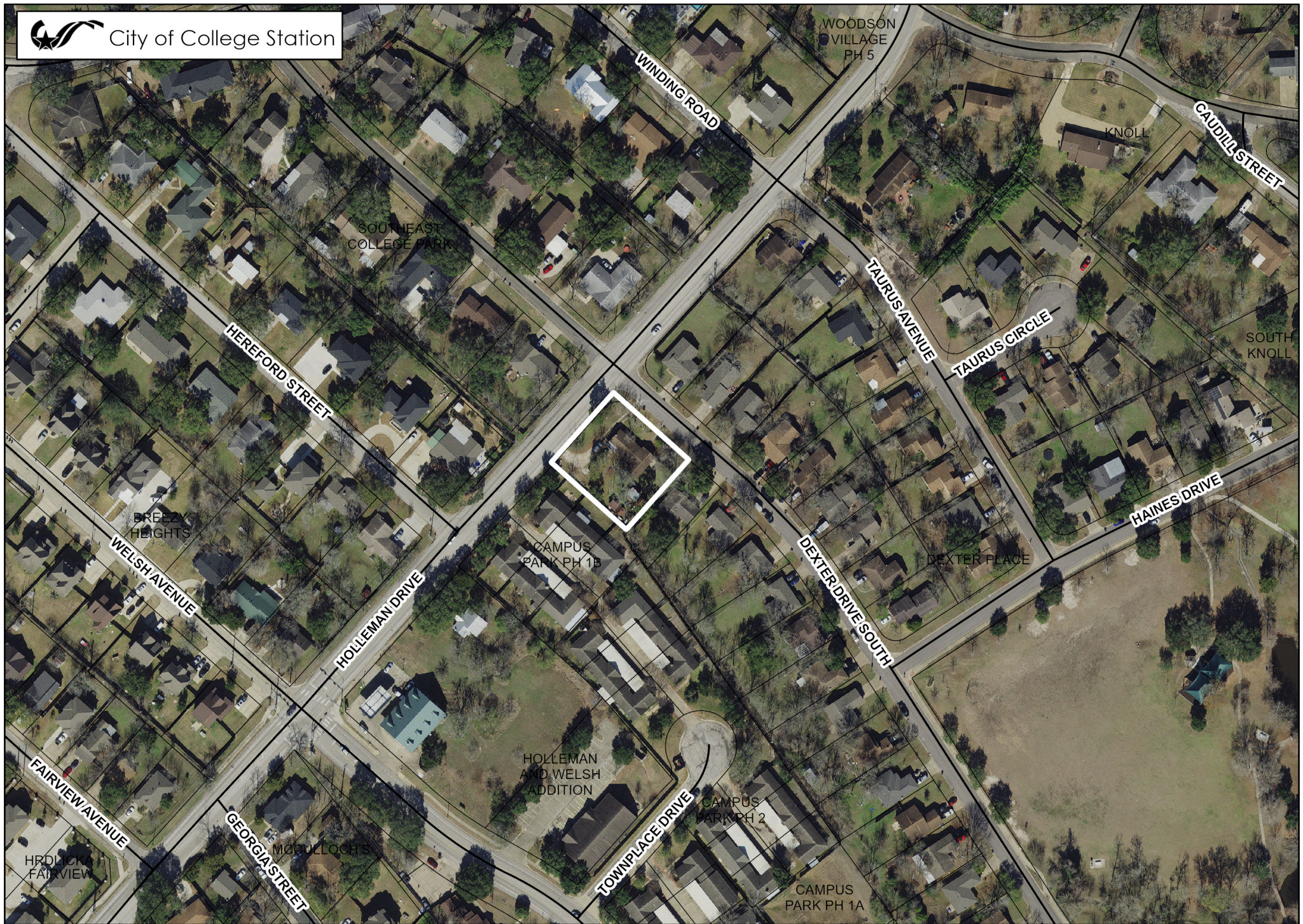


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



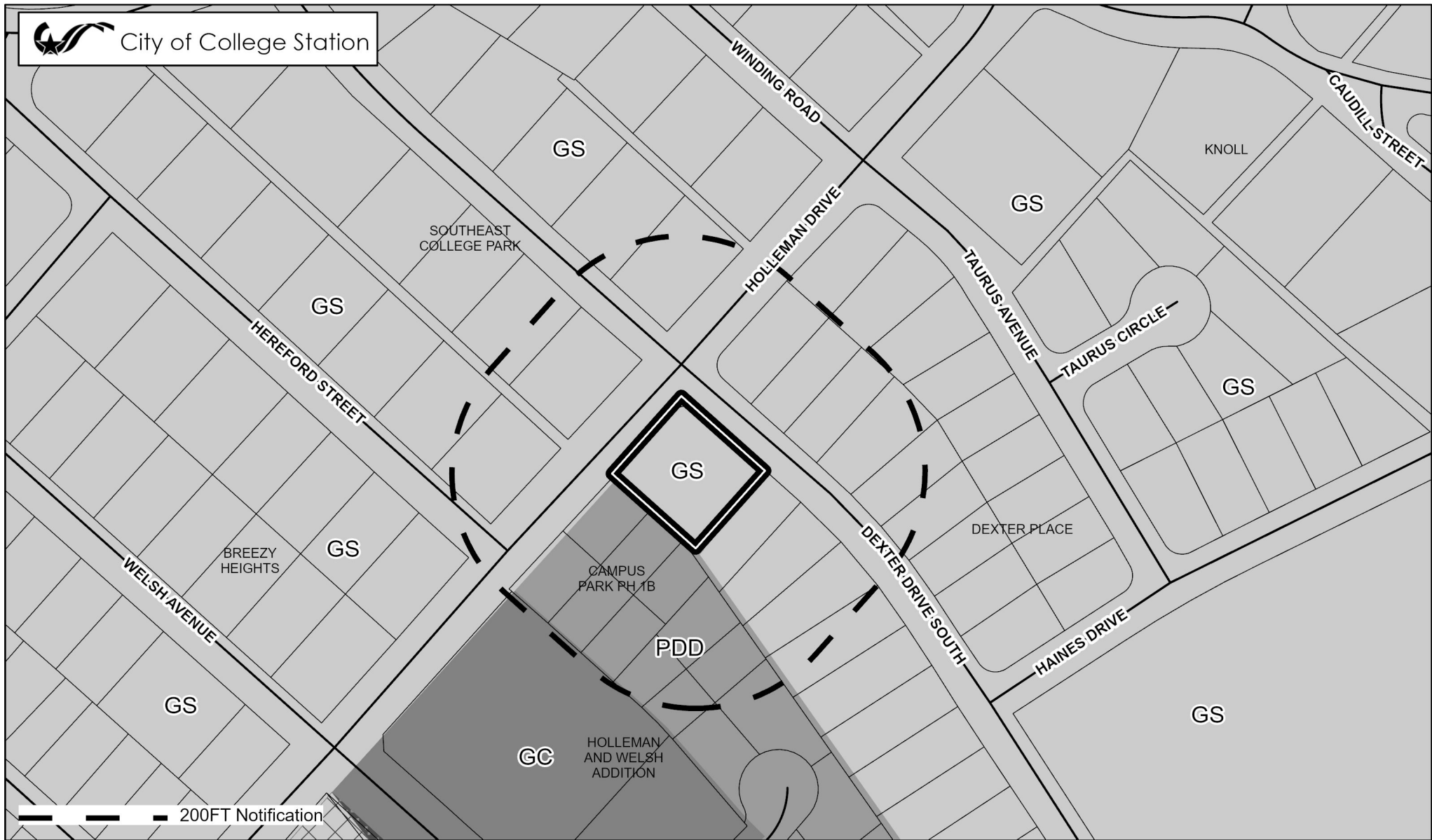


0 170 340 Feet

1100 Dexter Drive South

Case:
REZ2023-000004

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

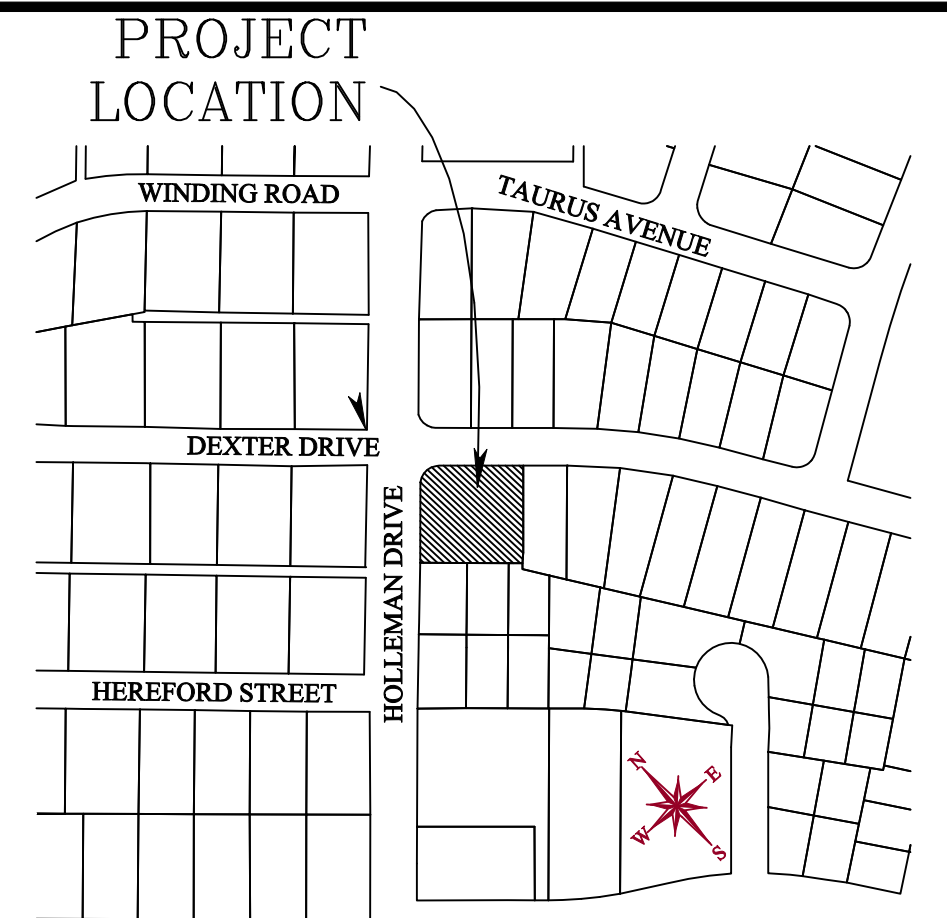
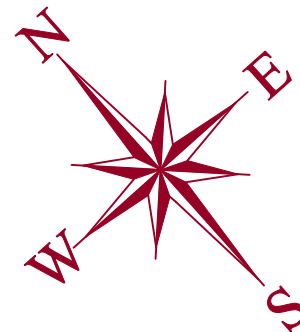


0 170 340 Feet

1100 Dexter Drive South

Case:
REZ2023-000004

REZONING



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 18, 2023
Advertised Council Hearing Date: June 12, 2023

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

The Knoll Neighborhood Association
McCulloch Neighborhood Association

Property owner notices mailed: 34

Contacts in support: None at the time of this report
Contacts in opposition: 4 at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
Northwest	Minor Arterial	GS General Suburban	Holleman Drive
Southwest	Mixed Residential	PDD Planned Development District	Townhomes
Northeast	Local Street	GS General Suburban	Dexter Drive South
Southeast	Mixed Residential	GS General Suburban	Single-family detached

DEVELOPMENT HISTORY

Annexed: March 1956
Zoning: R-1 Single Family Residential (upon annexation 1956)
R-1 Single Family Residential renamed to GS General Suburban (2013)
Final Plat: Unplatted
Site Development: Vacant



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: 1100 DEXTER DRIVE

Address: 1100 DEXTER DR S

Legal Description: A000701, CRAWFORD BURNETT (ICL), TRACT 25, 0.45 ACRES

Total Acreage: 0.4181

Applicant:: Kurt Fisher

Property Owner: LALA VIDA LLC SERIES 1

List the changed or changing conditions in the area or in the City which make this zone change necessary.

Middle Housing, as a zone option, recently became available and best suits uses for this property.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Middle Housing for this property is supported by the current comprehensive plan, per Planning & Development Service Planners.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning supports only GS Single Family housing, though the surrounding areas have developed into many other uses and it is an increasing challenge to attract residents interested in having Holleman Drive as a side street nearby the property with townhomes bordering the rear of the property, and commercial property located on the next street corner (Welsh & Holleman, on land that was once a part of this property).

Explain the suitability of the property for uses permitted by the rezoning district requested.

As explained in the "compatibility" section: "middle housing" perfectly compliments the various nearby property zones and uses including the now busy Holleman Drive, bordering the side of this property.

Explain the suitability of the property for uses permitted by the current zoning district.

As explained in the "compatibility" section: "middle housing" perfectly compliments the various nearby property zones and uses including the now busy Holleman Drive, bordering the side of this property.

Explain the marketability of the property for uses permitted by the current zoning district.

The current zoning district permits the land to be used as single family general suburban housing. It is not part of any neighborhood. It is a stand-alone parcel, a "property island" in the middle of town, sandwiched between a row of smaller single family homes, larger single family homes across the street, nearby duplexes, townhomes in the rear of the property, and an arterial thoroughfare with ever-increasing traffic.

List any other reasons to support this zone change.

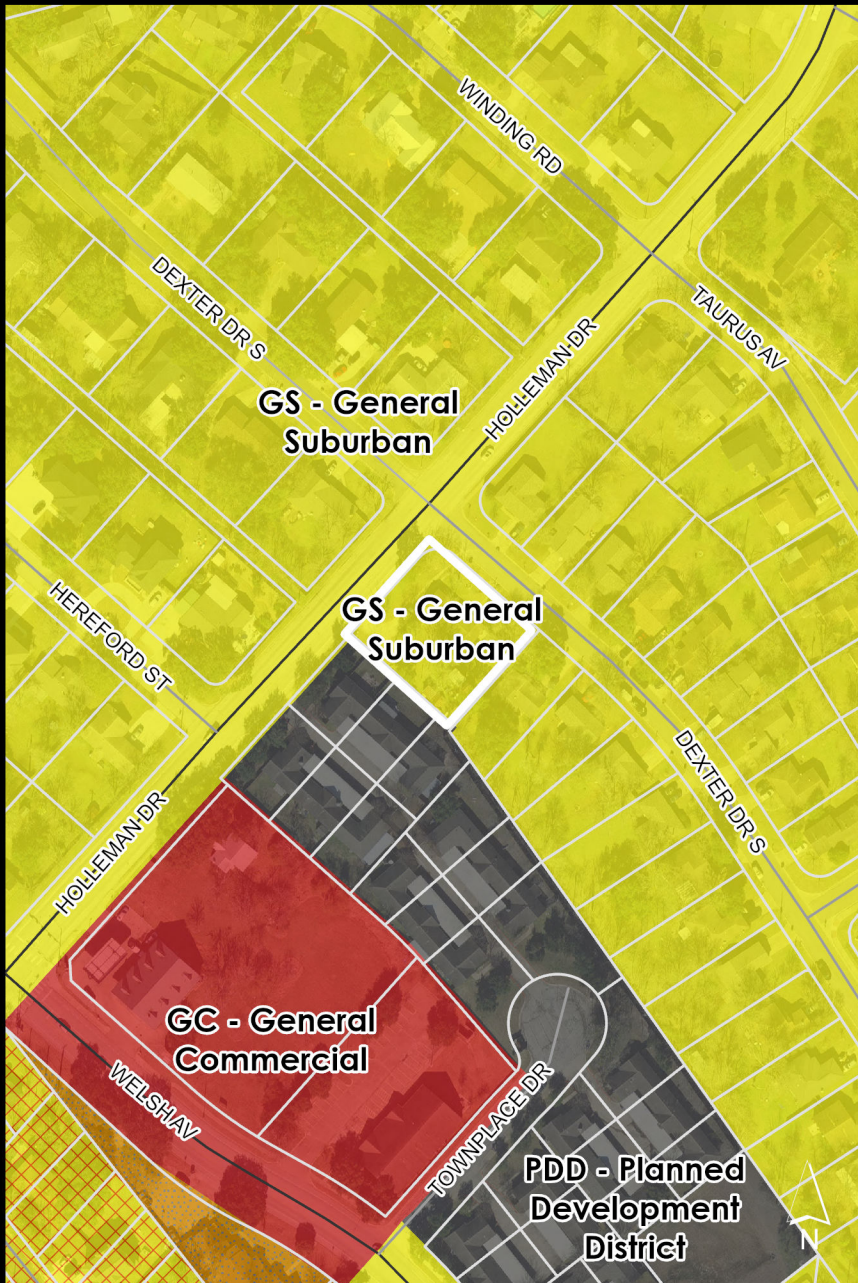
The prior owners sold this property as a double lot. Before purchasing the property, the current owner verified this with PDS and was told that a replat would not be an issue but changing to commercial and some other types of zones would require an amendment to the comprehensive plan. The prior owners deliberately neglected normal property maintenance on the past structure for the past ~10 years, knowing that this property, on the corner of an arterial thoroughfare and independent of any neighborhoods, was prime for repurposing. The current owner purchased the property and allowed the prior owner to rent it back until she found a "place in the country" reminiscent of how this property was, when it was a 40 acre farm with horses and cows. The current owner cleared the parcel and began the replat. During the replat, the city adopted new shared housing language in the UDO and added Middle Housing Zoning to the UDO and checked with PDS staff to verify that a change to Middle Housing does not require an amendment to the Comprehensive Plan. Looking at available options, the ideal use of this property, location and surroundings factored in, most accurately fits Middle Housing zoning, thus the re-zoning is now being requested.

EXISTING

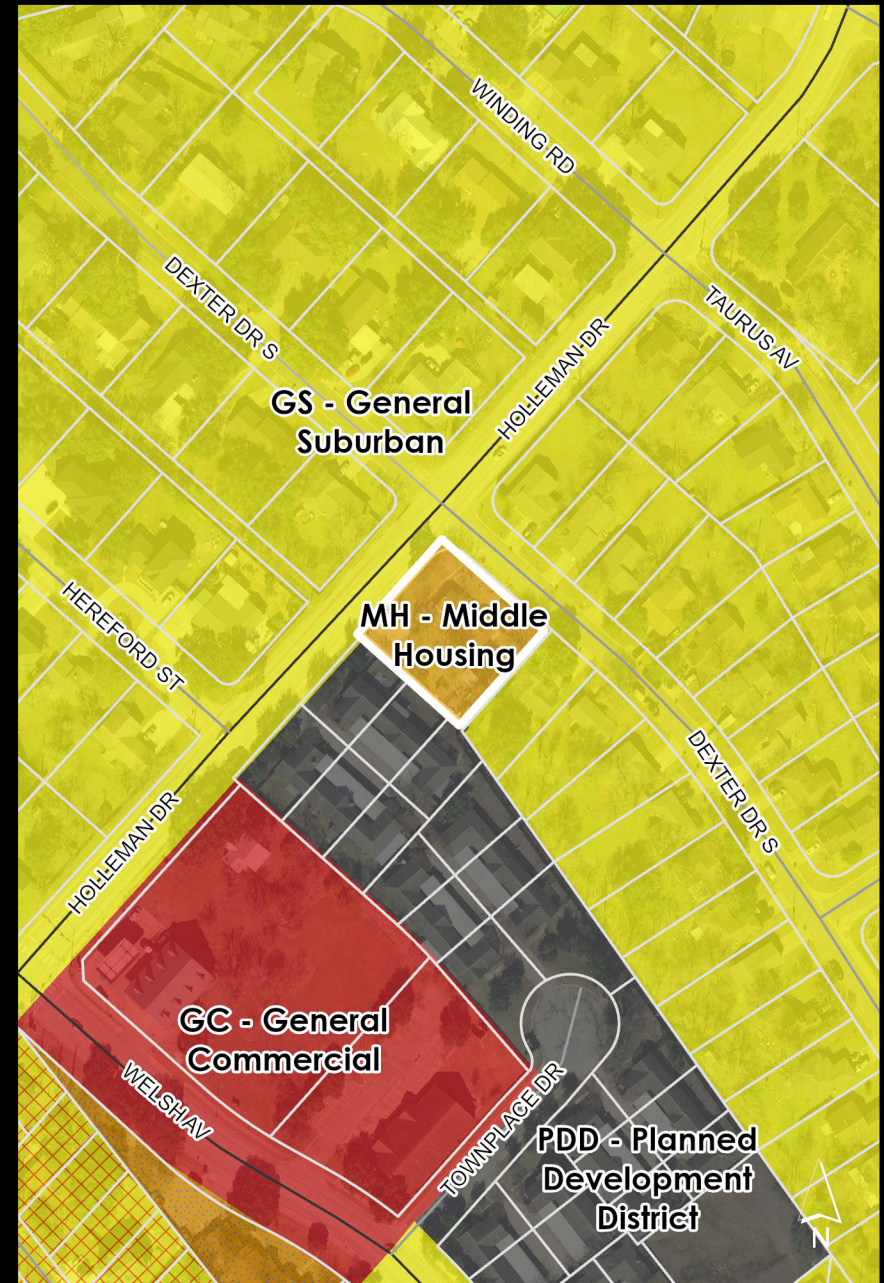
Future Land Use



EXISTING Zoning



PROPOSED Zoning



June 12, 2023

Item No. 9.5.

Scott & White M.O.B. II – 20' Wide City of College Station Electric Easement Abandonment

Sponsor: Parker Mathews

Reviewed By CBC: N/A

Agenda Caption:Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.2938 acre portion of a 20-foot Utility Easement, said portion lying within Lots 1 & 2, Block 1 of the Scott & White Healthcare Subdivision according to the plat recorded in Volume 10179, Page 50 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: The electric easement abandonment is being requested by the applicant as a result of a desired development in this area. This originally platted easement is no longer needed in this location. All existing utilities have been removed.

The 0.2938 acre electric utility easement is 20' wide, and surrounded by the Scott & White property on both sides. Each end of the easement abuts City of College Station R.O.W.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinicty Map
4. Location Map
5. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.2938 ACRE PORTION OF THE 20-FOOT WIDE UTILITY EASEMENT DESCRIBED IN VOLUME 518, PAGE 860 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID PORTION LYING WITHIN LOTS 1 & 2 OF BLOCK 1, OF THE SCOTT & WHITE HEALTHCARE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 10179, PAGE 50 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.2938 portion of a 20-foot wide Utility Easement, said portion lying within Lots 1 & 2 of Block 1 of the Scott & White Healthcare Subdivision according to the plat recorded in Volume 10179, Page 50, of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Public Utility Easement”); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this 12th day of June, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



0.2938 Ac.
Thomas Caruthers League, Abstract 9
Brazos County, Texas

Project No. 1022068571
FN49512
Page 1 of 3

FIELD NOTES DESCRIPTION EASEMENT ABANDONMENT

DESCRIPTION OF 0.2938 OF ONE ACRE (12,798 SQUARE FEET) OF LAND IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NUMBER 9, BRAZOS COUNTY, TEXAS; BEING A PORTION OF AN ELECTRIC EASEMENT TO CITY OF COLLEGE STATION, OF RECORD AND DESCRIBED IN VOLUME 518, PAGE 860, DEED RECORDS OF BRAZOS COUNTY, TEXAS, AS IT CROSSES AND BEING A PORTION OF LOT 1 AND LOT 2, BLOCK 1, SCOTT & WHITE HEALTHCARE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 10179, PAGE 50, OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; SAID 0.2938 OF ONE ACRE (12,798 SQUARE FEET) OF LAND, AS SURVEYED BY SURVEYING AND MAPPING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with a cap stamped "SAM" previously set in the south right-of-way line of Rock Prairie Road and the east right-of-way line of Scott & White Drive, for the northwest corner of Lot 2, Block 1, Scott & White Healthcare Subdivision, according to the map or plat thereof, recorded in Volume 10179, Page 50, Official Public Records of Brazos County, Texas;

THENCE S 86°27'05" E, with said south line of Rock Prairie Road and the north line of said Lot 2, a distance of 360.38 feet to a calculated point, for the **POINT OF BEGINNING** of the tract described herein;

THENCE S 86°27'05" E, with said south line of Rock Prairie Road, the north line of said Lot 2 and the north line of the tract described herein, a distance of 25.70 feet to a calculated point being the northeast corner of the tract described herein, from which a City of College Station monument stamped "9" bears S 82°41'58" E a distance of 8,249.11 feet;

THENCE S 42°27'35" W, departing said south line of Rock Prairie Road and through said Lot 2 and Lot 1, a distance of 649.83 feet to a calculated point in the said east line of Scott & White Drive and the west line of said Lot 1, being the southeast corner of the tract described herein;

THENCE with said east line of Scott & White Drive, said west line of Lot 1 and the south lines of the tract described herein, the following three (3) courses and distances:

- 1) With the arc of a curve to the left, having a radius 115.00 feet, an arc distance of 6.27 feet, and a chord which bears N 52°58'01" W, a distance of 6.27 feet to a 1/2 inch iron rod with a cap stamped "SAM" previously set for a point of reverse curvature,
- 2) With the arc of a curve to the right, having a radius 10.00 feet, an arc distance of 12.45 feet, and a chord which bears N 18°51'47" W, a distance of 11.66 feet to a 1/2 inch iron rod with a cap stamped "SAM" previously set for a point of tangency, and
- 3) N 16°48'19" E, a distance of 8.15 feet to a calculated point for the southwest corner of the tract described herein;

SAM COMPANIES

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

sam.biz



0.2938 Ac.
Thomas Caruthers Survey, Abstract 9
Brazos County, Texas

Project No. 1022068571
FN49512
Page 2 of 3

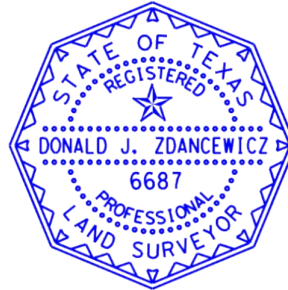
THENCE N 42°27'35" E, departing said east line of Scott & White Drive and said west line of Lot 1, through said Lot 1 and Lot 2, a distance of 621.34 feet to the **POINT OF BEGINNING** and containing 0.2938 of one acre (12,798 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, Central Zone, Grid.

Revision: 1

Surveying And Mapping, LLC
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

 4/13/23
Donald J. Zdancewicz
Registered Professional Land Surveyor
No. 6687 - State of Texas



SAM COMPANIES

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

sam.biz

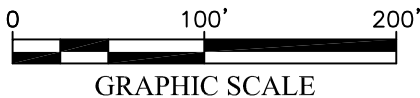
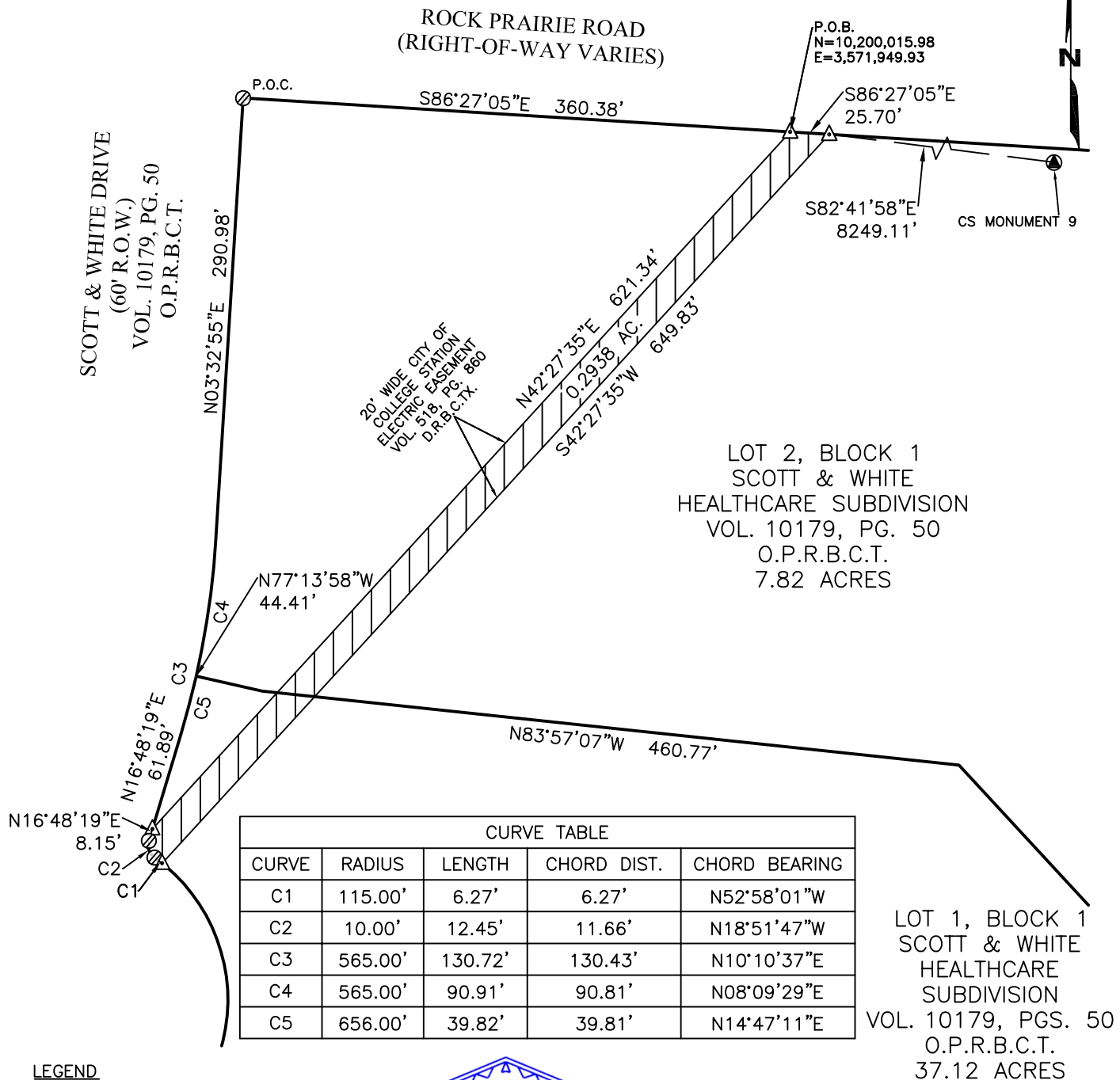


EXHIBIT A
TO ACCOMPANY
FIELD NOTES FN 49512



LEGEND

- PARCEL LIMITS
- - - EASEMENTS
- △ CALCULATED POINT
- ⊙ REBAR SET W/SAM CAP
- D.R.B.C.T.X. DEED RECORDS, BRAZOS COUNTY, TEXAS
- O.P.R.B.C.T.X. OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- PR.D.E. PRIVATE DRAINAGE EASEMENT



Donald J. Zdancewicz 4/13/23
DONALD J. ZDANCEWICZ
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6687 - STATE OF TEXAS

JOB NUMBER: 68571
DATE: 3/10/2023
SCALE: 1"=100'
SURVEYOR: D. ZDANCEWICZ
TECHNICIAN: C. CAIN
DRAWING: BSW_ESMT_ABANDONMENT
TRACT ID: -
PARTY CHIEF: D. WRIGHT
FIELD BOOKS: 41605



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

PROJECT: WALTER_P._MOORE
BSW_COLLEGE_STATION

SHEET 3
OF 3

Rev: 1

VICINITY MAP

NORTH

ABANDONMENT OF 20' WIDE
ELECTRIC EASEMENT

0 0.05 0.1 0.2 Miles

LOCATION MAP



ROCK PRAIRIE ROAD

STONEBROOK DRIVE

SCOTT AND WHITE DRIVE

Q37B2C001

ABANDONMENT OF 20' WIDE ELECTRIC
EASEMENT
ABAN2023-000002

0 62.5 125 250 Feet

FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

IT IS A 20' WIDE CITY OF COLLEGE STATION ELECTRIC EASEMENT VOL. 518, PG. 860 D.R.B.C.T.X. LOCATED IN LOTS 1 & 2, BLOCK 1 SCOTT & WHITE HEALTHCARE SUBDIVISION VOL. 10179, PG. 50 O.P.R.B.C.T.

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name David Lundberg E-mail dlundberg@walterpmoore.com
 Street Address 401 S 1st Street, Suite 600
 City Austin State Texas Zip Code 78704
 Phone Number 214-740-6211 Fax Number n/a

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Scott Liles E-mail scott.liles@bswhealth.org
 Street Address: 2401 S. 31st Street
 City Temple State Texas Zip Code 76508
 Phone Number 254-724-0020 Fax Number n/a

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name None E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

This easement is left over from and old public right-of-way. The property has public access through Scott and White Drive and Rock Prairie Road.

8. That there is no current public need or use for the easement or right-of-way because:

This easement is left over from and old public right-of-way. Either there were never utilities in it of they were removed when the right-of-way was abandoned.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

This easement is left over from and old public right-of-way. Either there were never utilities in it of they were removed when the right-of-way was abandoned. Hence the future development does not need this easement.

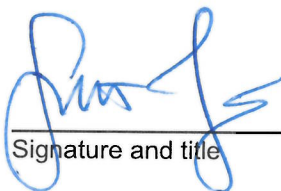
10. That all public utilities have access to serve current and future customers because:

The property is bounded by public utilities (in public roads) that can serve the future customers.

11. Such public right-of-way/easement has been and is being used as follows:

This easement is left over from and old public right-of-way. Either there were never utilities in it of they were removed when the right-of-way was abandoned.

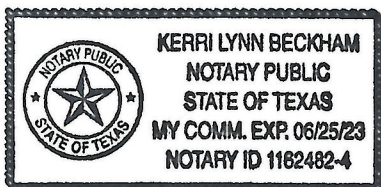
I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

 UP REAL ESTATE
Signature and title BSWH

3/16/23
Date

STATE OF TEXAS §
COUNTY OF BRAZOS § ACKNOWLEDGEMENT
Bell §

Subscribed and sworn to before me, a Notary Public, this 16th day of March 2023, 2009 by Scott Liles




Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

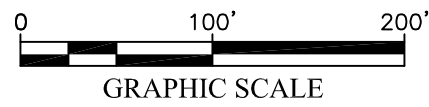
Location: 600 SCOTT AND WHITE DR

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

LOT 1 AND 2, BLOCK 1, SCOTT AND WHITE HEALTHCARE SUBDIVISION

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	013°15'23"	565.00'	130.72'	N10°10'37"E	130.43'
C2	009°13'08"	565.00'	90.91'	N08°09'29"E	90.81'
C3	004°02'16"	565.00'	39.82'	N14°47'11"E	39.81'
C4	014°10'45"	570.00'	141.06'	N43°44'10"E	140.70'
C5	028°39'13"	530.00'	265.05'	S36°29'55"W	262.30'
C6	090°00'54"	25.00'	39.28'	N67°10'18"E	35.36'
C7	053°08'44"	840.00'	779.15'	S85°35'57"W	751.52'
C8	092°42'18"	25.00'	40.45'	S74°37'27"E	36.18'
C9	013°32'31"	560.00'	132.36'	N35°02'44"W	132.05'
C10	090°15'11"	15.00'	23.63'	S03°17'50"W	21.26'
C11	054°46'27"	15.00'	14.34'	S75°47'38"W	13.80'
C12	157°42'13"	115.00'	316.53'	N24°19'21"E	225.66'
C13	071°19'25"	10.00'	12.45'	S18°51'47"E	11.66'

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S42°44'54"E	38.11'
L2	S47°15'06"W	55.00'
L3	S42°44'54"E	15.00'
L4	S47°15'06"W	40.00'
L5	N42°44'54"W	15.00'
L6	N77°13'58"W	44.41'
L7	N38°02'17"W	15.00'
L8	N51°55'48"E	157.80'
L9	S51°55'48"W	172.81'
L10	N86°27'05"W	15.00'

TITLE CERTIFICATE REVIEW NOTES:
ONLY THOSE EASEMENTS LISTED IN TITLE CERTIFICATE FILE NO. 191158; PLANT DATE: DECEMBER 31, 2022, AND RELISTED BELOW WERE EVALUATED FOR THIS SURVEY. NO OTHER EASEMENT RECORD RESEARCH WAS PERFORMED BY SAM, LLC.

a. THOSE RECORDED IN/UNDER VOLUME 10625, PAGE 106 OF THE OFFICIAL PUBLIC RECORDS; AND VOLUME 10179, PAGE 50 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; BUT OMITTING ANY COVENANTS, CONDITIONS, OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE OF (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

b. EASEMENTS AS SHOWN ON PLAT RECORDED IN/UNDER VOLUME 10179, PAGE 50, OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

c. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN ARTHUR D. ODEN AND MICHAEL J. MUTH, MEMBERS OF THE BOARD OF TRUSTEES OF ROCK PRAIRIE CHURCH AND WELBORN WATER SUPPLY CORPORATION, BY INSTRUMENT DATED 8/16/1971, FILED 4/25/1972, RECORDED IN/UNDER VOLUME 303, PAGE 331, DEED RECORDS, BRAZOS COUNTY, TEXAS. MAY AFFECT PROPERTY, BUT NOT DESCRIPTIVE AS TO LOCATION AND COULD NOT BE PLOTTED ON PLAT.

d. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN FREDDIE LEE CURRY AND WIFE, GLADYS M. CURRY AND CITY OF COLLEGE STATION, BY INSTRUMENT DATED 4/27/1982, FILED 4/30/1982, RECORDED IN/UNDER VOLUME 518, PAGE 227, DEED RECORDS, BRAZOS COUNTY, TEXAS. DOES NOT AFFECT THE SUBJECT PROPERTY.

e. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN EDWARD DVACEK, JR AND WIFE BEATRICE DVACEK AND THE CITY OF COLLEGE STATION, TEXAS, BY INSTRUMENT DATED 5/6/1982, FILED 5/6/1982, RECORDED IN/UNDER VOLUME 518, PAGE 860, DEED RECORDS, BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

f. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN WILLIS S. RITCHEY, RONALD W. WEATHERFORD, AND ARTHUR D. ODEN, TRUSTEES OF THE ROCK PRAIRIE BAPTIST CHURCH AND THE CITY OF COLLEGE STATION, TEXAS, BY INSTRUMENT DATED 5/9/1982, FILED 5/24/1982, RECORDED IN/UNDER VOLUME 519, PAGE 636, DEED RECORDS, BRAZOS COUNTY, TEXAS. DOES NOT AFFECT THE SUBJECT PROPERTY.

g. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN CORNERSTONE FREE WILL BAPTIST CHURCH AND THE CITY OF COLLEGE STATION, TEXAS, BY INSTRUMENT DATED 6/17/1983, RECORDED IN/UNDER VOLUME 583, PAGE 564, DEED RECORDS, BRAZOS COUNTY, TEXAS. MAY AFFECT PROPERTY, BUT NOT DESCRIPTIVE AS TO LOCATION AND COULD NOT BE PLOTTED ON PLAT.

h. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT AS SET OUT IN WARRANTY DEED BY AND BETWEEN IDA MAE LEE AND CLAUDE E. DUBOIS AND WIFE, SINA L. DUBOIS, BY INSTRUMENT DATED 7/16/1976, FILED 7/20/1983, RECORDED IN/UNDER VOLUME 590, PAGE 24, DEED RECORDS, BRAZOS COUNTY, TEXAS. MAY AFFECT PROPERTY, BUT NOT DESCRIPTIVE AS TO LOCATION AND COULD NOT BE PLOTTED ON PLAT.

i. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN JOE A. FERRARI AND THE CITY OF COLLEGE STATION, TEXAS, BY INSTRUMENT DATED 10/10/1983, FILED 10/12/1983, RECORDED IN/UNDER VOLUME 613, PAGE 524, OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

j. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN COLLEGE STATION INDEPENDENT SCHOOL DISTRICT AND THE CITY OF COLLEGE STATION, TEXAS, BY INSTRUMENT DATED 1/3/2001, FILED 1/11/2001, RECORDED IN/UNDER VOLUME 4026, PAGE 323, OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

k. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN COLLEGE STATION INDEPENDENT SCHOOL DISTRICT AND THE CITY OF COLLEGE STATION, TEXAS, BY INSTRUMENT DATED 11/25/2003, FILED 12/9/2003, RECORDED IN/UNDER VOLUME 5760, PAGE 190, OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

l. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT AS SET OUT IN SPECIAL WARRANTY DEED BY AND BETWEEN JLM DEVELOPMENT GROUP, II, L.L.C. AND WEINGARTEN REALTY INVESTORS, BY INSTRUMENT DATED 1/4/2006, FILED 1/4/2006, RECORDED IN/UNDER VOLUME 7095, PAGE 66, OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

m. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN SCOTT & WHITE HEALTHCARE, A TEXAS NON-PROFIT CORPORATION AND WEINGARTEN/INVESTMENTS, INC., A TEXAS CORPORATION, BY INSTRUMENT DATED 12/9/2010, FILED 12/10/2010, RECORDED IN/UNDER VOLUME 9945, PAGE 57, OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS. DOES NOT AFFECT THE SUBJECT PROPERTY.

n. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN SCOTT & WHITE HEALTHCARE, A TEXAS NON-PROFIT CORPORATION AND CITY OF COLLEGE STATION, TEXAS, BY INSTRUMENT DATED 3/24/2011, FILED 4/8/2011, RECORDED IN/UNDER VOLUME 10104, PAGE 26, OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY BUT IS BLANKET IN NATURE AND COULD NOT BE PLOTTED ON PLAT.

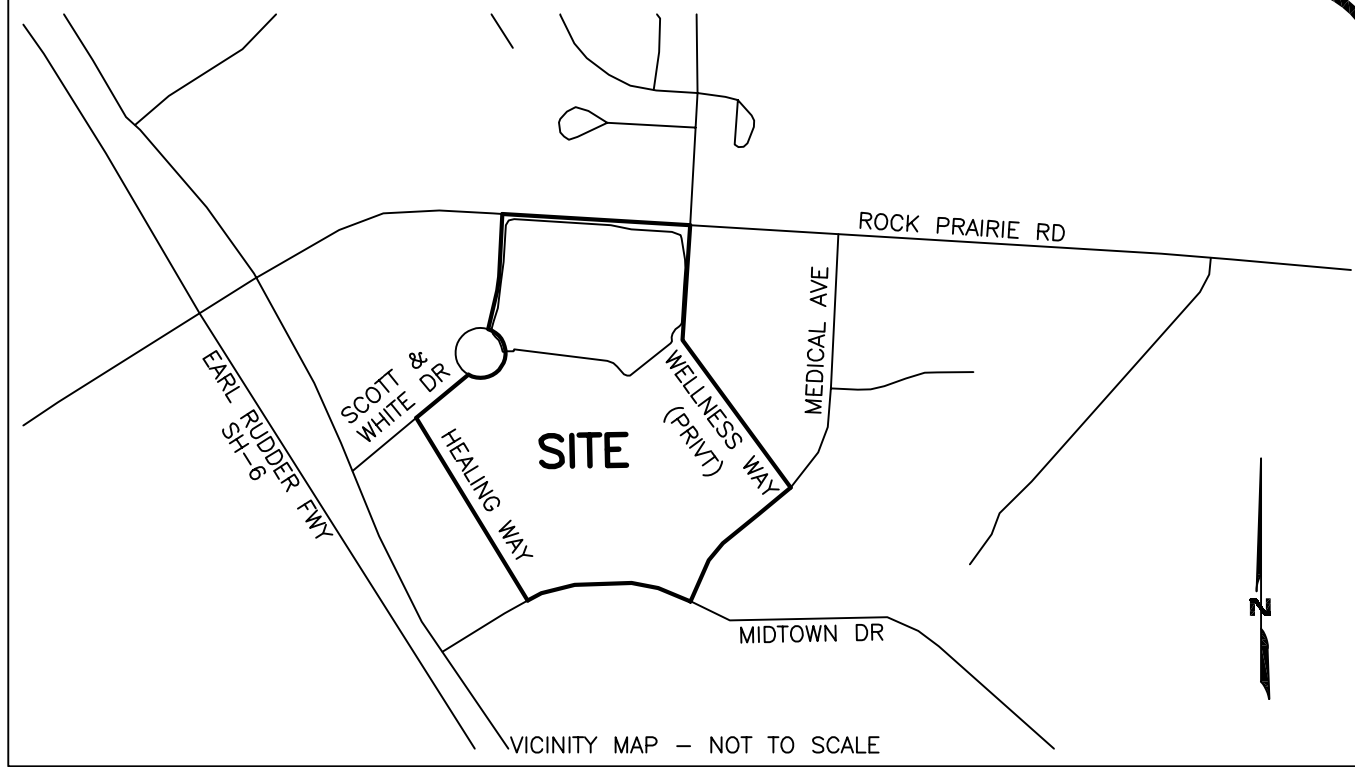
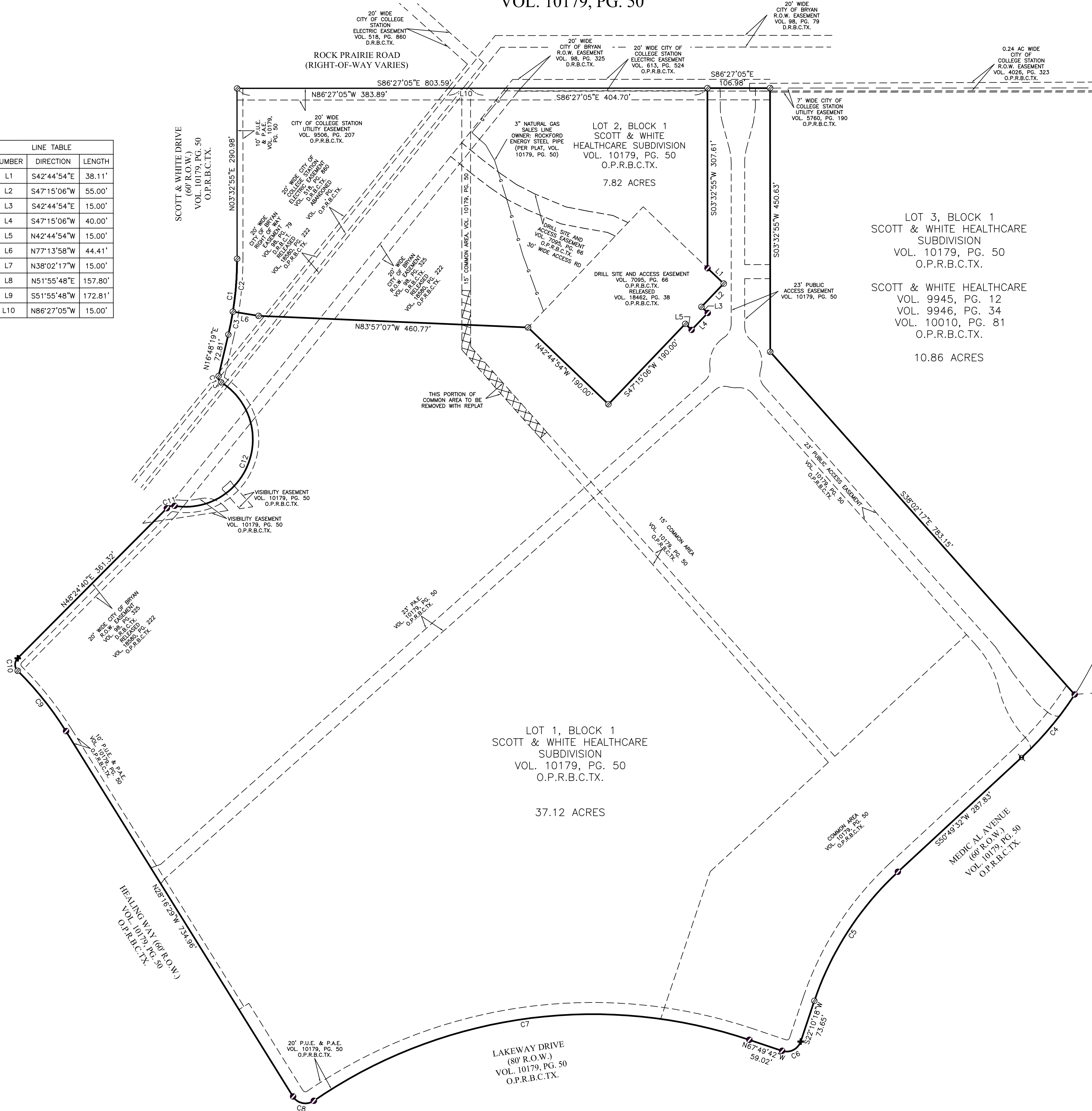
o. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN SCOTT & WHITE HEALTHCARE, A TEXAS NON-PROFIT CORPORATION AND CITY OF COLLEGE STATION, TEXAS, BY INSTRUMENT DATED 4/10/2012, FILED 5/25/2012, RECORDED IN/UNDER VOLUME 10695, PAGE 200, OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

p. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN SCOTT & WHITE HEALTHCARE AND AMOS ENERGY CORPORATION, BY INSTRUMENT DATED 10/29/2012, FILED 11/15/2013, RECORDED IN/UNDER VOLUME 11032, PAGE 175, OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

q. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN SCOTT & WHITE HEALTHCARE, A TEXAS NON-PROFIT CORPORATION AND CITY OF COLLEGE STATION, TEXAS, BY INSTRUMENT DATED 10/31/2013, FILED 11/15/2013, RECORDED IN/UNDER VOLUME 11714, PAGE 91, OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS. AFFECTS PROPERTY AS PLOTTED ON PLAT.

ORIGINAL PLAT

VOL. 10179, PG. 50



- LEGEND
- PARCEL LIMITS
 - ADJOINER PROPERTY
 - EASEMENTS
 - REBAR FOUND
 - REBAR SET W/SAM CAP
 - CHISELED CROSS FOUND
 - PK NAIL FOUND
 - D.R.B.C.TX. DEED RECORDS, BRAZOS COUNTY, TEXAS
 - O.P.R.B.C.TX. OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS
 - P.U.E. PUBLIC UTILITY EASEMENT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
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Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WALTER P. MOORE
BSW COLLEGE STATION

JOB NUMBER: 68571
DATE: 8/29/2022
SCALE: 1" = 100'
SURVEYOR: D. ZDANCEWICZ
TECHNICIAN: E. BROWN, J. BRADSHAW
DRAWING: BSW COLLEGE STATION_REPLAT
TRACT ID: -
PARTYCHIEF: -
FIELDBOOKS: -

FINAL PLAT OF SCOTT & WHITE HEALTHCARE SUBDIVISION
LOT 1R & LOT 2R, BLOCK 1
BEING A MINOR REPLAT OF SCOTT & WHITE HEALTHCARE SUBDIVISION
LOT 1 & LOT 2, BLOCK 1
VOLUME 10179, PAGE 50
O.P.R.B.C.TX.
THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9
BRAZOS COUNTY, TEXAS

SHEET 1
OF 2

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 600 SCOTT AND WHITE DR

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



0.2938 Ac.
Thomas Caruthers League, Abstract 9
Brazos County, Texas

Project No. 1022068571
FN49512
Page 1 of 3

**FIELD NOTES DESCRIPTION
EASEMENT ABANDONMENT**

DESCRIPTION OF 0.2938 OF ONE ACRE (12,798 SQUARE FEET) OF LAND IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NUMBER 9, BRAZOS COUNTY, TEXAS; BEING A PORTION OF AN ELECTRIC EASEMENT TO CITY OF COLLEGE STATION, OF RECORD AND DESCRIBED IN VOLUME 518, PAGE 860, DEED RECORDS OF BRAZOS COUNTY, TEXAS, AS IT CROSSES AND BEING A PORTION OF LOT 1 AND LOT 2, BLOCK 1, SCOTT & WHITE HEALTHCARE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 10179, PAGE 50, OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; SAID 0.2938 OF ONE ACRE (12,798 SQUARE FEET) OF LAND, AS SURVEYED BY SURVEYING AND MAPPING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with a cap stamped "SAM" previously set in the south right-of-way line of Rock Prairie Road and the east right-of-way line of Scott & White Drive, for the northwest corner of Lot 2, Block 1, Scott & White Healthcare Subdivision, according to the map or plat thereof, recorded in Volume 10179, Page 50, Official Public Records of Brazos County, Texas;

THENCE S 86°27'05" E, with said south line of Rock Prairie Road and the north line of said Lot 2, a distance of 360.38 feet to a calculated point, for the **POINT OF BEGINNING** of the tract described herein;

THENCE S 86°27'05" E, with said south line of Rock Prairie Road, the north line of said Lot 2 and the north line of the tract described herein, a distance of 25.70 feet to a calculated point being the northeast corner of the tract described herein, from which a City of College Station monument stamped "9" bears S 82°41'58" E a distance of 8,249.11 feet;

THENCE S 42°27'35" W, departing said south line of Rock Prairie Road and through said Lot 2 and Lot 1, a distance of 649.83 feet to a calculated point in the said east line of Scott & White Drive and the west line of said Lot 1, being the southeast corner of the tract described herein;

THENCE with said east line of Scott & White Drive, said west line of Lot 1 and the south lines of the tract described herein, the following three (3) courses and distances:

- 1) With the arc of a curve to the left, having a radius 115.00 feet, an arc distance of 6.27 feet, and a chord which bears N 52°58'01" W, a distance of 6.27 feet to a 1/2 inch iron rod with a cap stamped "SAM" previously set for a point of reverse curvature,
- 2) With the arc of a curve to the right, having a radius 10.00 feet, an arc distance of 12.45 feet, and a chord which bears N 18°51'47" W, a distance of 11.66 feet to a 1/2 inch iron rod with a cap stamped "SAM" previously set for a point of tangency, and
- 3) N 16°48'19" E, a distance of 8.15 feet to a calculated point for the southwest corner of the tract described herein;

SAM COMPANIES

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

sam.biz



0.2938 Ac.
Thomas Caruthers Survey, Abstract 9
Brazos County, Texas

Project No. 1022068571
FN49512
Page 2 of 3

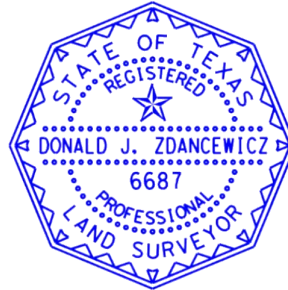
THENCE N 42°27'35" E, departing said east line of Scott & White Drive and said west line of Lot 1, through said Lot 1 and Lot 2, a distance of 621.34 feet to the **POINT OF BEGINNING** and containing 0.2938 of one acre (12,798 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, Central Zone, Grid.

Revision: 1

Surveying And Mapping, LLC
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

 4/13/23
Donald J. Zdancewicz
Registered Professional Land Surveyor
No. 6687 - State of Texas



SAM COMPANIES

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

sam.biz

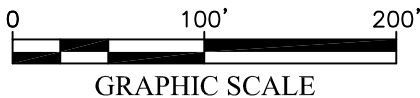
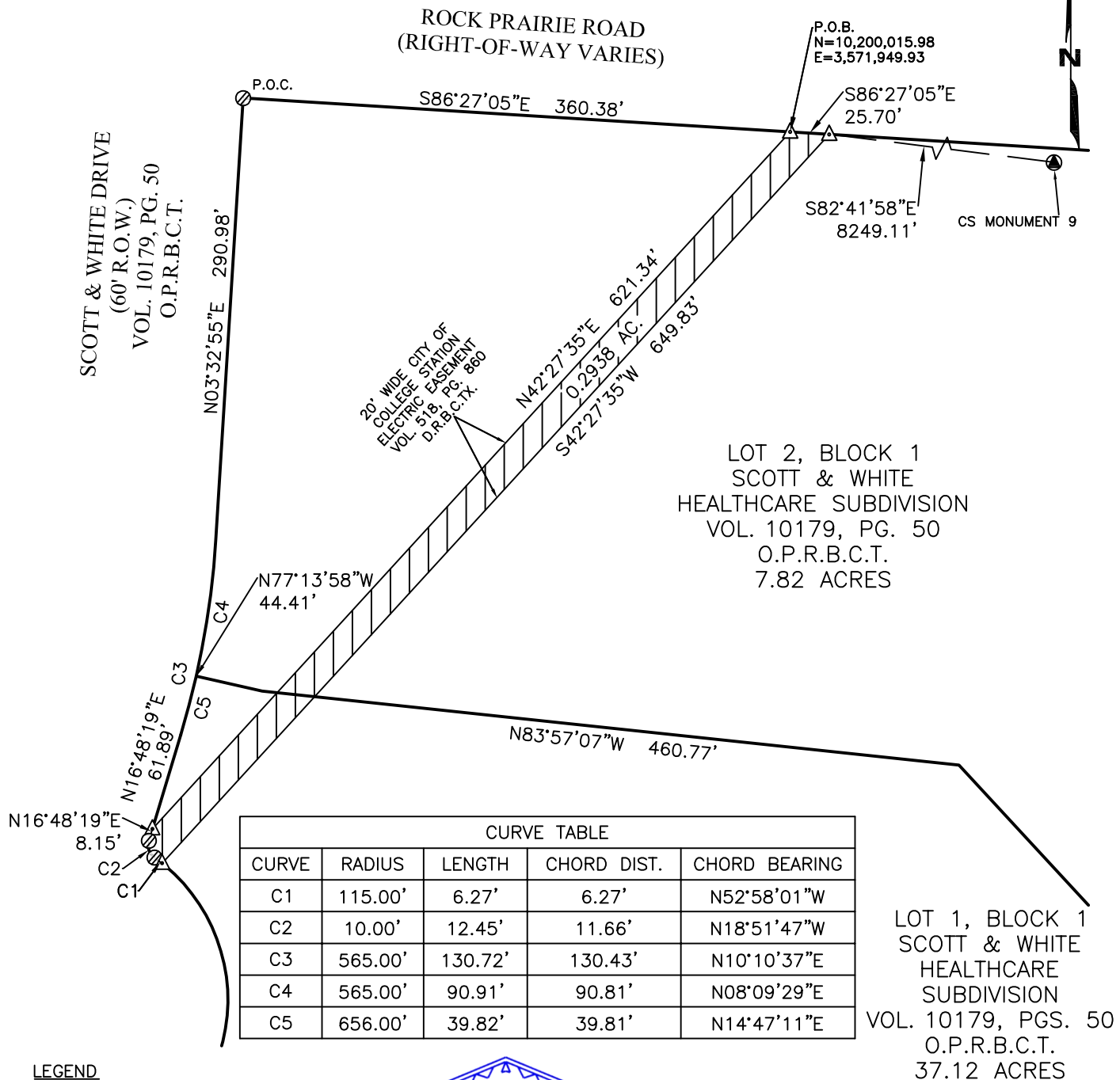


EXHIBIT A
TO ACCOMPANY
FIELD NOTES FN 49512



LEGEND

- PARCEL LIMITS
- EASEMENTS
- CALCULATED POINT
- REBAR SET W/SAM CAP
- D.R.B.C.T.X. DEED RECORDS, BRAZOS COUNTY, TEXAS
- O.P.R.B.C.T.X. OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- PR.D.E. PRIVATE DRAINAGE EASEMENT



Donald J. Zdancewicz 4/13/23
DONALD J. ZDANCEWICZ
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6687 - STATE OF TEXAS

JOB NUMBER: 68571
DATE: 3/10/2023
SCALE: 1"=100'
SURVEYOR: D. ZDANCEWICZ
TECHNICIAN: C. CAIN
DRAWING: BSW_ESMT_ABANDONMENT
TRACT ID:
PARTY CHIEF: D. WRIGHT
FIELD BOOKS: 41605



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

PROJECT: WALTER_P._MOORE
BSW_COLLEGE_STATION

SHEET 3
OF 3

Rev: 1

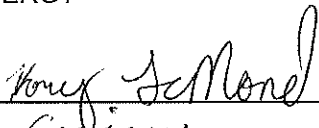
Application for Abandonment of
a Public Right-of-Way/Easement

Location: 600 SCOTT AND WHITE DR

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 
Title: Engineer

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 600 SCOTT AND WHITE DR

EXHIBIT NO. 3

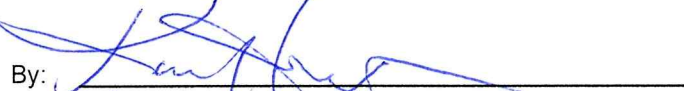
The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By:  _____

Title: Engineering Supervisor

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 600 SCOTT AND WHITE DR

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: 

Title: Supervisor - Ops - Construction
4.18.23

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 600 SCOTT AND WHITE DR

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: Eric Armke 
Title: Distribution Engineer

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 600 SCOTT AND WHITE DR

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 600 SCOTT AND WHITE DR

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Scott Liles
ADDRESS: 2401 S. 31st Street, Temple, TX, 76508

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

June 12, 2023
Item No. 9.6.
Patricia Street – Right-of-Way Abandonment

Sponsor: Parker Mathews

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action on approving an ordinance vacating and abandoning a 0.087-acre portion of undeveloped right-of-way, Patricia Street, generally located between 1st Street and University Drive (feeder to Wellborn) and depicted on the W.C. Boyett Estates, Partition Map, recorded in Volume 100, Page 440, of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: This abandonment request is to further utilize this area in a way that incorporates new development in the Northgate area. The applicant is requesting to utilize an undeveloped portion of city ROW that has primarily been used as a utility corridor. The applicant intends to dedicate public utility easements to allow utilities to still traverse the corridor.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Ordinance Exhibit B
4. Vicinity Map
5. Location Map
6. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.087-ACRE PORTION OF RIGHT-OF-WAY, PATRICIA STREET, GENERALLY LOCATED BETWEEN 1ST STREET AND UNIVERSITY DRIVE (FEEDER TO WELLBORN) AND DEPICTED ON THE W.C. BOYETT ESTATES, PARTITION MAP, RECORDED IN VOLUME 100, PAGE 440, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.087-acre portion of right-of-way, Patricia Street, generally located between 1st Street and University Drive (Feeder to Wellborn) and depicted on the W.C. Boyett Estates, Partition Map, recorded in Volume 100, Page 440, of the Deed Records of Brazos County, Texas, attached as **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Right-of-Way”); and

WHEREAS, in order for the Right-of-Way to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Right-of-Way described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Right-of-Way will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Right-of-Way.
3. There is no anticipated future public need or use for the Right-of-Way.
4. Abandonment of the Right-of-Way will not impact access for all public utilities to serve current and future customers.

PART 2: That the Right-of-Way as described in **Exhibit “A”** be abandoned and vacated by the City upon completion of the following conditions:

1. That the respective owners of each property convey to the City, by separate instrument in a form acceptable to the City, a variable width Public Utility Easement(s) as described in **Exhibit “B”**, attached hereto.

PASSED, ADOPTED and APPROVED this 12th day of June, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.087 acre (3,796 square foot) portion of Patricia Street, out of the J. E. Scott Survey, Abstract No. 50, Brazos County, Texas, being shown on plat of W.C. Boyett Estate, Partition Map, recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas (DRBC), and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

BEGINNING at a found 5/8-inch iron rod (with cap stamped "Kerr") marking the east corner of a called 0.1131 acre tract, conveyed by Special Warranty Deed to WestEndNG LP, (Tract One) recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), also marking in the south corner of Lot 6, Block 10, of said W.C. Boyett Estate, conveyed by Special Warranty Deed to WestEndNG LP, (Tract Three) recorded in Volume 11774, Page 167 of the OPRBC, lying in the north right-of-way line of University Drive (Variable Width Right-of-way), and in the northwest right-of-way line of Patricia Street.

THENCE, North 41°44'24" East, 135.06 feet along the said northwest right-of-way line of Patricia Street to a point for corner, being the east corner of said Lot 6, Block 10, and in the southwest right-of-way line of 1st Street (40 foot wide Right-of-Way);

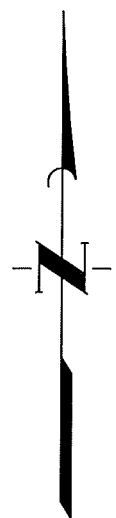
THENCE, South 40°34'39" East, 27.86 feet across Patricia Street to a set 5/8-inch iron rod (with cap stamped "Quiddity") being in the southeast right-of-way line of Patricia Street, and being in the northwest line of a portion of Block 8, conveyed by General Warranty Deed to Chad Baccus Real Estate LLC-203 University Series, recorded in Volume 11081, Page 224 of the OPRBC,

THENCE, South 41°17'27" West, passing at 21.20 feet a found "X" in concrete marking the west corner of a called 0.013 acre tract conveyed by Special Warranty Deed to Radakor LLC, recorded in Volume 13188, Page 118 of the OPRBC, and the north corner of a portion of Lot 5, Block 8 of said W.C. Boyett Estate, conveyed by Warranty Deed to Radakor LLC, recorded in Volume 12476, Page 55 of the OPRBC, then passing at 89.04 feet a found 1/2-inch iron rod (with cap stamped "Kerr") marking the west corner of the reminder of Lot 4, Block 8 (called Lot 21), conveyed by Warranty Deed to Radakor LLC, recorded in Volume 8725, Page 128 of the OPRBC, and the northwest corner of a called 0.288 acre tract, conveyed by Deed without Warranty to Radakor LLC, recorded in Volume 16078, Page 236 of the OPRBC, continuing in all a total distance of 134.83 feet to a found 1/2-inch iron rod (with cap stamped "Kerr") and lying in the north right-of-way line of University Drive;

THENCE North 41°19'11" West, 28.88 feet, along the north right-of-way line of University Drive to the **POINT OF BEGINNING, CONTAINING** 0.087 acre, 3,796 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 18146 filed in the office of Quiddity, in College Station, Texas.

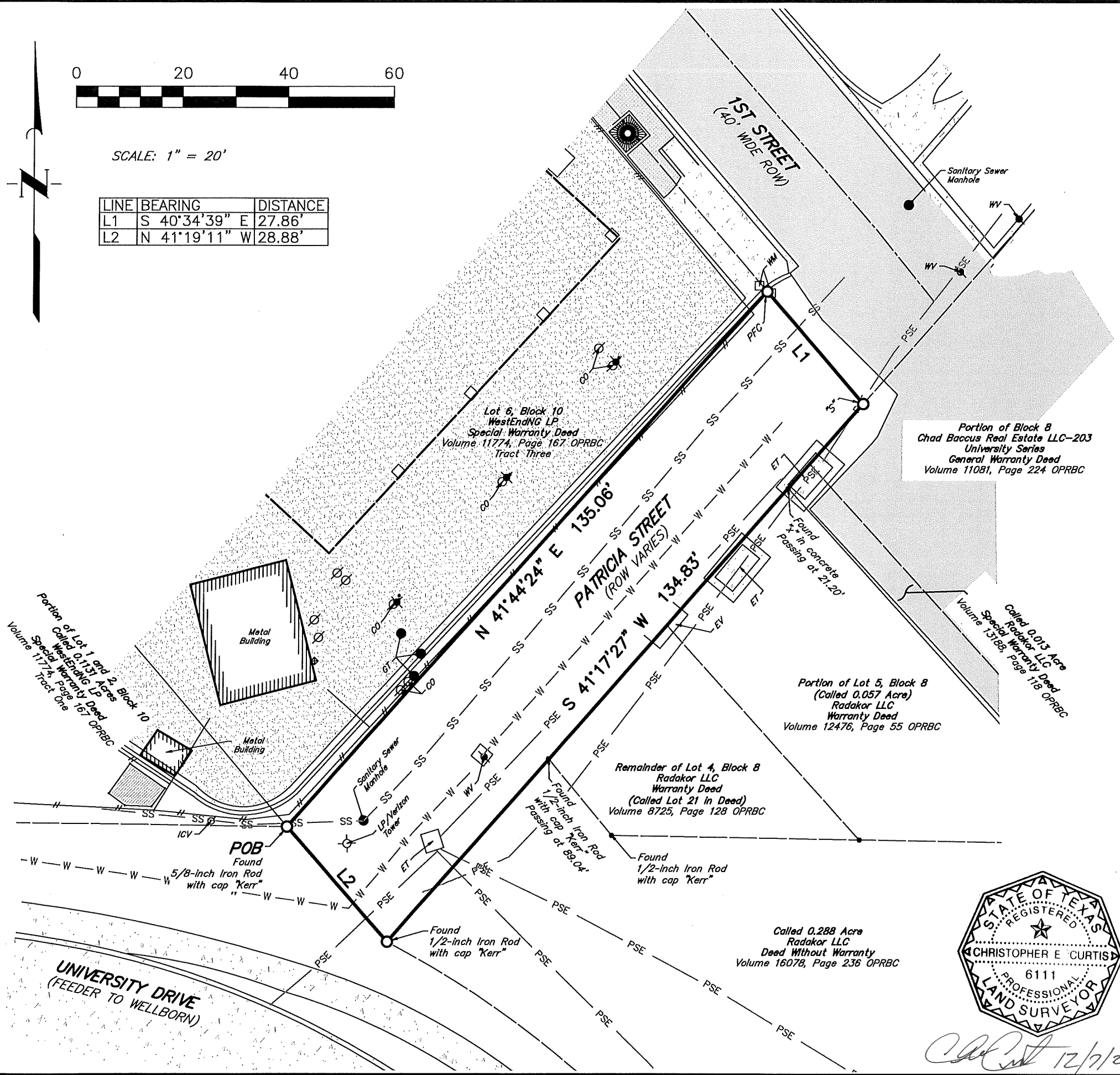


[Handwritten Signature]
12/7/22



SCALE: 1" = 20'

LINE	BEARING	DISTANCE
L1	S 40°34'39" E	27.86'
L2	N 41°19'11" W	28.88'



LEGEND

- CATV CABLE TV BOX
- CO SANITARY SEWER CLEANOUT
- ET ELECTRIC TRANSFORMER
- EV ELECTRIC VAULT
- GT GREASE TRAP
- ICV IRRIGATION CONTROL VALVE
- LP LIGHT POLE
- OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
- "S" SET 5/8-INCH IRON ROD WITH CAP STAMPED "QUIDDITY"
- WV WATER VALVE

- GRAVEL
- ASPHALT
- BRICK PAVERS
- CONCRETE

- ADJOINER
- BOUNDARY
- SANITARY SEWER LINE
- UNDERGROUND ELECTRIC
- UNDERGROUND WATER
- WOOD FENCE
- WROUGHT IRON FENCE

RIGHT-OF-WAY ABANDONMENT
OF A PORTION OF
PATRICIA STREET
BEING
0.087 ACRES
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION
BRAZOS COUNTY, TEXAS
DECEMBER 2022



Signature 12/7/22



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

City of College Station
Chad Baccus
Public Utility Easement

J. E. Scott Survey
Abstract No. 50

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.005 acre (205 square feet) portion of Block 8, W. C. Boyett Estate, Partition Map, recorded in Volume 100, Page 440 of the Deed Records of Brazos County, conveyed in general Warranty Deed to Chad Baccus Real Estate LLC-203 University Series. Recorded in Volume 11081, Page 224 of the Official Public Records of Brazos County (OPRBC), out of the J. E. Scott Survey, Abstract No. 50, Brazos County, Texas, and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 5/8-inch iron rod (with cap stamped “Kerr”) marking the east corner of a called 0.1131 acre tract, conveyed by Special Warranty Deed to WestEndNG LP, (Tract One) recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), also marking in the south corner of Lot 6, Block 10, of said W.C. Boyett Estate, conveyed by Special Warranty Deed to WestEndNG LP, (Tract Three) recorded in Volume 11774, Page 167 of the OPRBC, lying in the north right-of-way line of University Drive (Variable Width Right-of-way), and in the northwest right-of-way line of Patricia Street;

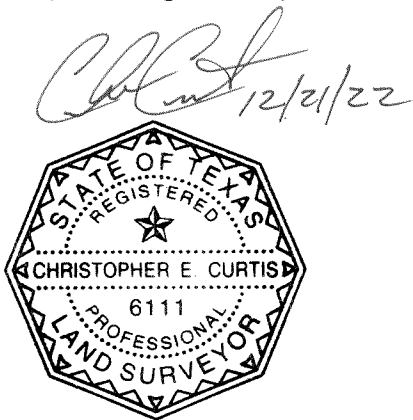
THENCE, South 41°19’11” East, along the north right-of-way line of University Drive, 28.88 feet to a found 1/2-inch iron rod (with cap stamped “Kerr”) marking the west corner of a called 0.288 acre tract, conveyed by Deed without Warranty to Radakor LLC, recorded in Volume 16078, Page 236 of the OPRBC;

THENCE, North 41°17’27” East, 119.75 feet along the southeast right-of-way line of Patricia Street to a point-for-corner marking the west corner of said portion of Block 8, and the north corner of a called 0.013 acre tract, conveyed by Special Warranty Deed to Radakor LLC, recorded in Volume 13188, Page 118 of the OPRBC and the **POINT OF BEGINNING** of the herein described subject tract;

THENCE, North 41°17’27” East, 36.32 feet continuing along the southeast right-of-way line of Patricia Street, being common with the northwest line of said Chad Baccus tract to a point for corner marking the northeast corner of the herein described tract;

THENCE, South 24°36’55” West, 39.24 feet across said Chad Baccus tract to a point for corner in the common line between said Chad Baccus tract and aforementioned 0.013 acre tract;

THENCE, North 42°15’06" West, 11.33 feet along said common line to the **POINT OF BEGINNING**, **CONTAINING** 0.005 acres, (205 square feet) of land in College Station, Brazos County, Texas, as shown on Drawing No. 18210 filed in the office of Quiddity, in College Station, Texas.





SCALE: 1" = 20'

LINE	BEARING	DISTANCE
L1	S 41°19'11" E	28.88'
L2	N 41°17'27" E	36.32'
L3	S 24°36'55" W	39.24'
L4	N 42°15'06" W	11.33'

Lot 6, Block 10
WestEndNG LP
Special Warranty Deed
Volume 11774, Page 167 OPRBC
Tract Three

PATRICIA STREET
(ROW VARIES)
W.C. Boyett Estate
Volume 100, Page 440

Portion of Lot 5, Block 8
(Called 0.057 Acre)
Radakor LLC
Warranty Deed
Volume 12476, Page 55 OPRBC

Remainder of Lot 4, Block 8
Radakor LLC
Warranty Deed
(Called Lot 21 in Deed)
Volume 8725, Page 128 OPRBC

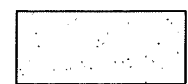
Called 0.288 Acre
Radakor LLC
Deed Without Warranty
Volume 16078, Page 236 OPRBC

Portion of Block 8
Chad Baccus Real Estate LLC-203
University Series
General Warranty Deed
Volume 11081, Page 224 OPRBC

SUBJECT TRACT

LEGEND

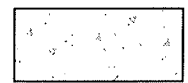
- CO SANITARY SEWER CLEANOUT
- ET ELECTRIC TRANSFORMER
- EV ELECTRIC VAULT
- GT GREASE TRAP
- LP LIGHT POLE
- OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
- PFC POINT FOR CORNER
- "S" SET 5/8-INCH IRON ROD WITH CAP STAMPED "QUIDDITY"
- WV WATER VALVE



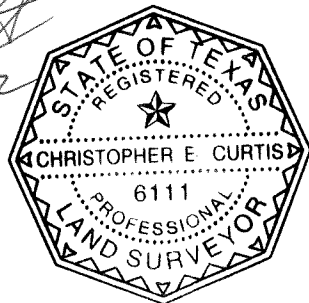
GRAVEL



ASPHALT



CONCRETE



PUBLIC UTILITY EASEMENT
OF A PORTION OF
BACCUS PROPERTY
BEING
0.005 ACRES
205 SQUARE FEET
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION
BRAZOS COUNTY, TEXAS
DECEMBER 2022



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

- ADJOINER
- BOUNDARY
- SS SS SANITARY SEWER LINE
- PSE UNDERGROUND ELECTRIC
- W W W W UNDERGROUND WATER
- WOOD FENCE

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.044 acre (1,906 square feet) portion of Patricia Street, out of the J. E. Scott Survey, Abstract No. 50, Brazos County, Texas, as shown on plat of W.C. Boyett Estate, Partition Map, recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas (DRBC), and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 5/8-inch iron rod (with cap stamped “Kerr”) marking the east corner of a called 0.1131 acre tract, conveyed by Special Warranty Deed to WestEndNG LP, (Tract One) recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), also marking the south corner of Lot 6, Block 10, of said W.C. Boyett Estate, conveyed by Special Warranty Deed to WestEndNG LP, (Tract Three) recorded in Volume 11774, Page 167 of the OPRBC, lying in the north right-of-way line of University Drive (Variable Width Right-of-way), and in the northwest right-of-way line of Patricia Street;

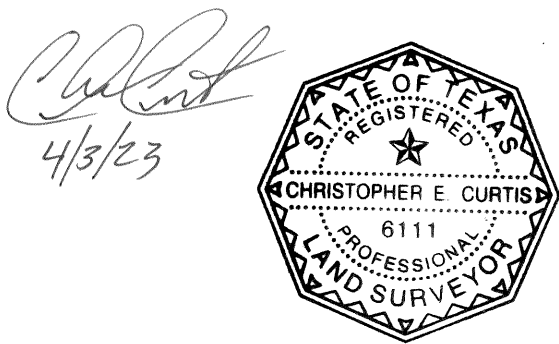
THENCE, South 41°19’11” East, along the north right-of-way line of University Drive, 14.11 feet to a point-for-corner marking the **POINT OF BEGINNING** of the herein described subject tract;

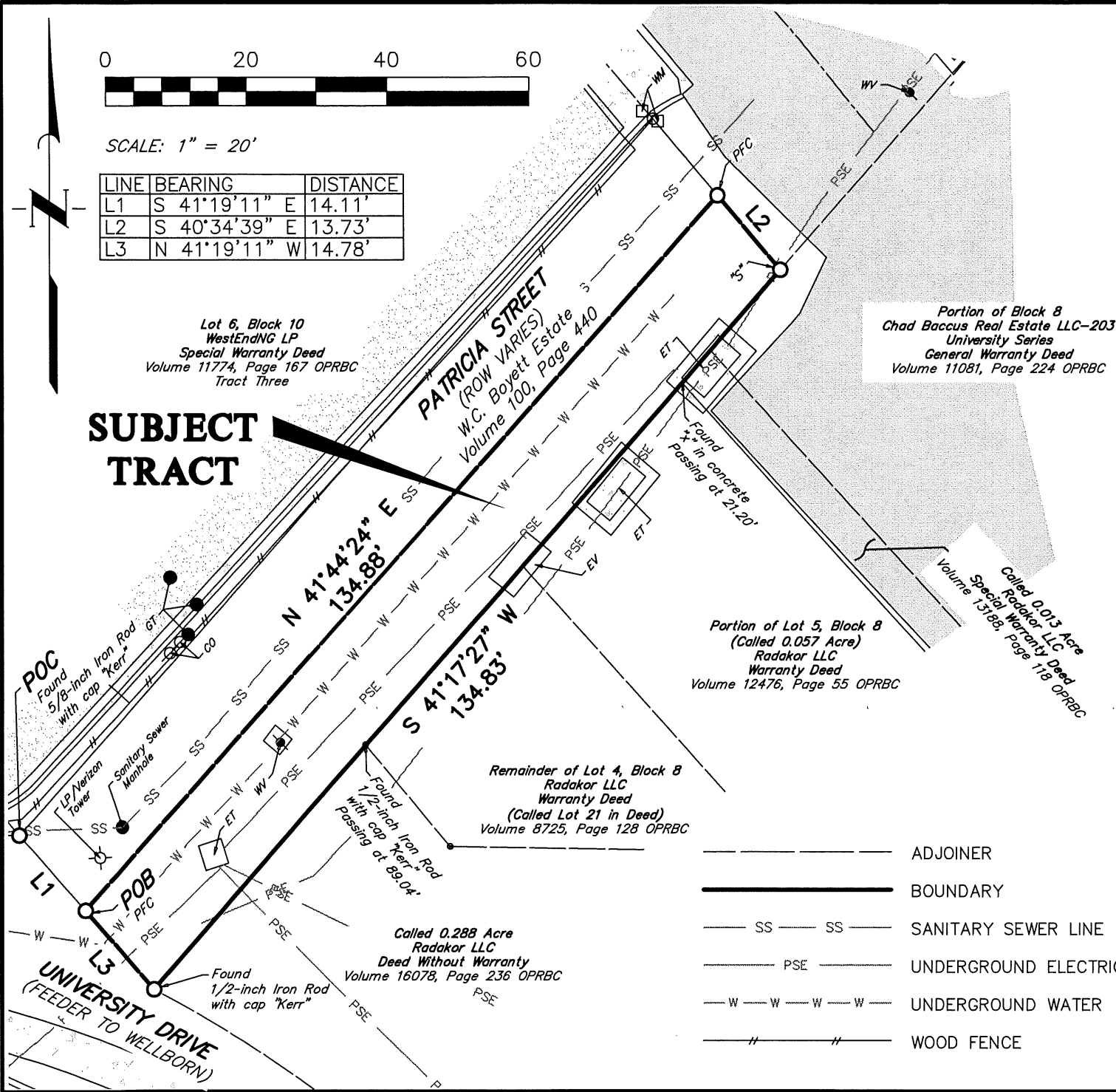
THENCE over and across said Patricia Street the following two (2) courses and distances:

- 1. North 41°44’24” East, 134.88 feet to a point-for-corner, in the southwest right-of-way line of 1st Street (40 foot wide Right-of-Way), being the north corner of the herein described subject tract,
- 2. South 40°34’39” East, 13.73 feet to a set 5/8-inch iron rod (with cap stamped “Quiddity”) in the northwest line of a portion of Block 8, conveyed by General Warranty Deed to Chad Baccus Real Estate LLC-203 University Series, recorded in Volume 11081, Page 224 of the OPRBC and the southeast right-of-way line of Patricia Street;

THENCE, South 41°17’27” West, passing at 21.20 feet a found “x” in concrete marking the north corner of a portion of Lot 5, Block 8 of said W.C. Boyett Estate, conveyed by Warranty Deed to Radakor LLC, recorded in Volume 12476, Page 55 of the OPRBC, passing at 89.04 feet a found 1/2-inch iron rod (with cap stamped “Kerr”) marking the west corner of the remainder of Lot 4, Block 8 (called Lot 21), conveyed by Warranty Deed to Radakor LLC, recorded in Volume 8725, Page 128 of the OPRBC, and the northwest corner of a called 0.288 acre tract, conveyed by Deed without Warranty to Radakor LLC, recorded in Volume 16078, Page 236 of the OPRBC, continuing in all a total distance of 134.83 feet to a found 1/2-inch iron rod (with cap stamped “Kerr”) lying in the north right-of-way line of University Drive;

THENCE, North 41°19’11” West, 14.78 feet along the north right-of-way line of University Drive to the **POINT OF BEGINNING, CONTAINING** 0.044 acres, (1,906 square feet) of land in College Station, Brazos County, Texas, as shown on Drawing No. 18521 filed in the office of Quiddity, in College Station, Texas.





SCALE: 1" = 20'

LINE	BEARING	DISTANCE
L1	S 41°19'11" E	14.11'
L2	S 40°34'39" E	13.73'
L3	N 41°19'11" W	14.78'

Lot 6, Block 10
WestEndNG LP
Special Warranty Deed
Volume 11774, Page 167 OPRBC
Tract Three

**SUBJECT
TRACT**

PATRICIA STREET
(ROW VARIES)
W.C. Boyett Estate
Volume 100, Page 440

Portion of Block 8
Chad Baccus Real Estate LLC-203
University Series
General Warranty Deed
Volume 11081, Page 224 OPRBC

Portion of Lot 5, Block 8
(Called 0.057 Acre)
Radakor LLC
Warranty Deed
Volume 12476, Page 55 OPRBC

Remainder of Lot 4, Block 8
Radakor LLC
Warranty Deed
(Called Lot 21 in Deed)
Volume 8725, Page 128 OPRBC

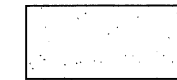
Called 0.288 Acre
Radakor LLC
Deed Without Warranty
Volume 16078, Page 236 OPRBC

Called 0.013 Acre
Special Warranty Deed
Volume 13188, Page 118 OPRBC

- ADJOINER
- BOUNDARY
- SS SS SANITARY SEWER LINE
- PSE UNDERGROUND ELECTRIC
- W W W W UNDERGROUND WATER
- WOOD FENCE

LEGEND

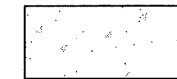
- CO SANITARY SEWER CLEANOUT
- ET ELECTRIC TRANSFORMER
- EV ELECTRIC VAULT
- GT GREASE TRAP
- LP LIGHT POLE
- OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
- PFC POINT FOR CORNER
- "S" SET 5/8-INCH IRON ROD WITH CAP STAMPED "QUIDDITY"
- WV WATER VALVE



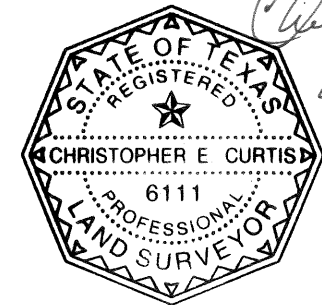
GRAVEL



ASPHALT



CONCRETE



PUBLIC UTILITY EASEMENT
OF A PORTION OF
PATRICIA STREET
BEING
0.044 ACRES
1,906 SQUARE FEET
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION
BRAZOS COUNTY, TEXAS
APRIL 2023



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.029 acre (1274 square foot) out of the J. E. Scott Survey, Abstract No. 50, Brazos County, Texas, being part of a called 0.288 acre tract, conveyed by Deed Without Warranty to Radakor LLC, recorded in Volume 16078, Page 236 of the Official Public Records of Brazos County (OPRBC), part of a remainder of Lot 4, Block 8 (called Lot 21), conveyed by Warranty Deed to Radakor LLC, recorded in Volume 8725, Page 128 of the OPRBC, part of a portion of Lot 5, Block 8 of said W.C. Boyett Estate, conveyed by Warranty Deed to Radakor LLC, recorded in Volume 12476, Page 55 of the OPRBC, and part of a called 0.013 acre tract conveyed by Special Warranty Deed to Radakor LLC, recorded in Volume 13188, Page 118 of the OPRBC, and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 5/8-inch iron rod (with cap stamped “Kerr”) marking the east corner of a called 0.1131 acre tract, conveyed by Special Warranty Deed to WestEndNG LP, (Tract One) recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), also marking the south corner of Lot 6, Block 10, of said W.C. Boyett Estate, conveyed by Special Warranty Deed to WestEndNG LP, (Tract Three) recorded in Volume 11774, Page 167 of the OPRBC, lying in the north right-of-way line of University Drive (variable width right-of-way), and in the northwest right-of-way line of Patricia Street, as shown on plat of W.C. Boyett Estate, Partition Map, recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas (DRBC);

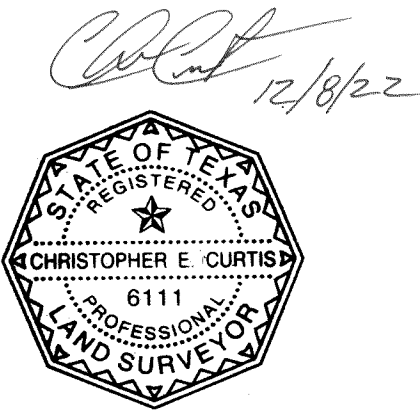
THENCE, South 41°19’11” East, along the north right-of-way line of University Drive, 28.88 feet to a found 1/2-inch iron rod (with cap stamped “Kerr”) marking the **POINT OF BEGINNING** of the herein described subject tract, being common with the west corner of said 0.288 acre tract;

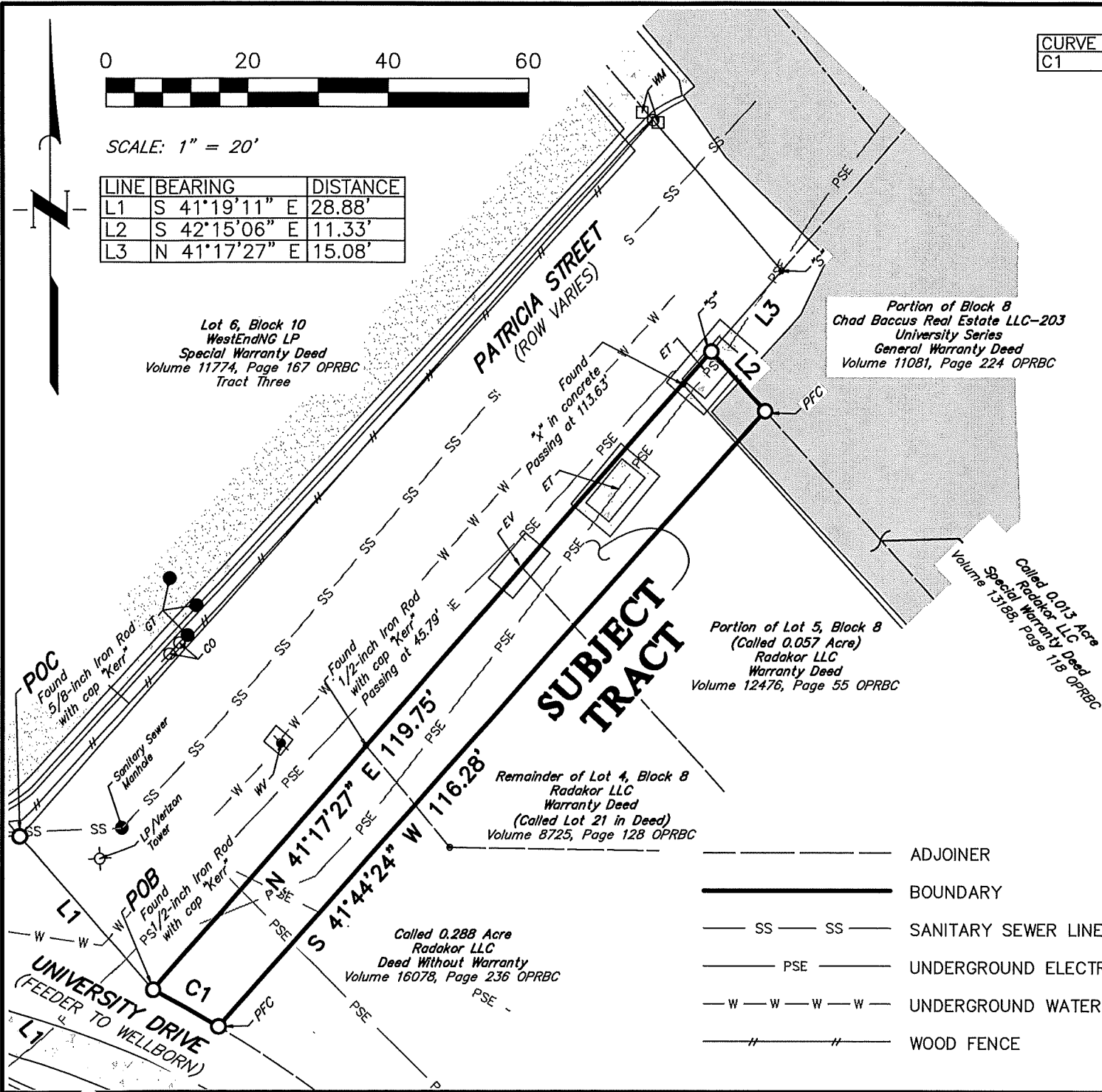
THENCE, North 41°17’27” East, along the southeast right-of-way line of Patricia Street, passing at 45.79 feet a found 1/2-inch iron rod (with cap stamped “Kerr”) marking the west corner of the said remainder of Lot 4, Block 8 (called Lot 21), and the north corner of said 0.288 acre tract, passing at 113.63 feet a found “X” in concrete marking the west corner of said 0.013 acre tract, and the north corner of said portion of Lot 5, Block 8, continuing in all a total distance of 119.75 feet to a set 5/8-inch iron rod (with cap stamped “Quiddity”) marking the north corner of the herein described subject tract, and the north corner of said 0.013 acre tract being common with the west corner of a portion of Block 8, conveyed by General Warranty Deed to Chad Baccus Real Estate LLC-203 University Series, recorded in Volume 11081, Page 224 of the OPRBC, from which a set 5/8-inch iron rod (with cap stamped “Quiddity”) lying in the southwest right-of-way line of 1st Street (40 foot wide right-of-way) bears North 41°17’27” East, 15.08 feet;

THENCE, South 42°15’06” East, along the common line of said portion of Block 8 tract, and aforementioned 0.013 acre tract, 11.33 feet to a point-for-corner, marking the east corner of the herein described subject tract;

THENCE, South 41°44’24” West, over and across said 0.013 acre tract, said portion of Lot 5, Block 8, said remainder of Lot 4, Block 8, and said 0.288 acre tract, 116.28 feet to a point-for-corner lying in the north right-of-way line of University Drive, beginning a non-tangent curve to the left;

THENCE, along said non-tangent curve to the left, having a radius 190.32 feet, an arc length of 10.58 feet, a delta angle of 3°11'09", and a chord bearing of North 60°42'23" West, 10.58 feet to the **POINT OF BEGINNING, CONTAINING** 0.029 acres, 1274 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 18174 filed in the office of Quiddity, in College Station, Texas.



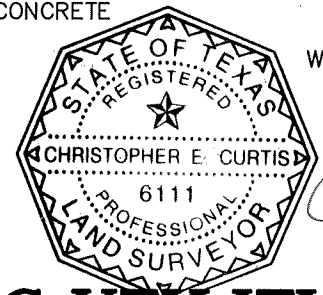


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	190.32'	10.58'	10.58'	N 60°42'23" W	3°11'09"

- LEGEND**

 - GRAVEL
 - ASPHALT
 - CONCRETE
- LEGEND**

 - CO SANITARY SEWER CLEANOUT
 - ET ELECTRIC TRANSFORMER
 - EV ELECTRIC VAULT
 - GT GREASE TRAP
 - LP LIGHT POLE
 - OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
 - PFC POINT FOR CORNER
 - "S" SET 5/8-INCH IRON ROD WITH CAP STAMPED "QUIDDITY"
 - WV WATER VALVE



Signature
12/8/22

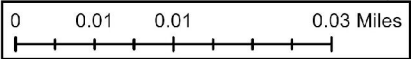
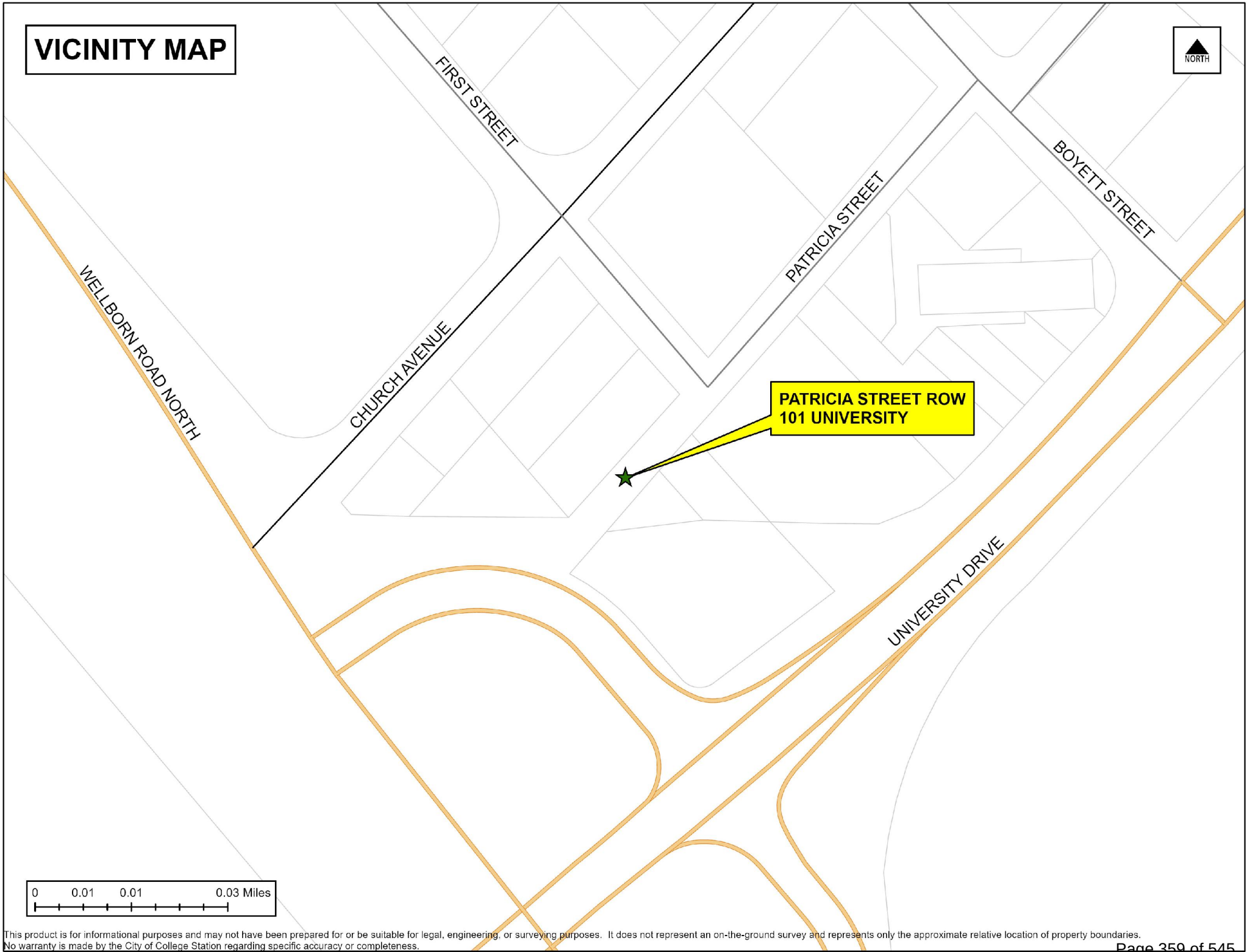
PUBLIC UTILITY EASEMENT
OF A PORTION OF
RADAKOR PROPERTY
BEING
0.029 ACRES
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION
BRAZOS COUNTY, TEXAS
DECEMBER 2022



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
 150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

VICINITY MAP



LOCATION MAP



FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

The right-of-way associated with the portion of Patricia Street southwest of the intersection of Patricia Street and First Street. See attached Exhibits.

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Tyler Green E-mail tgreen@quiddity.com
 Street Address 150 Venture Dr. #100
 City College Station State Texas Zip Code 77845
 Phone Number 979-307-6127 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name WestEndNG, L.P. and Artesian Assets LLC E-mail edeelong@me.com
 Street Address: 360 Nueces St. #4211
 City Austin State Texas Zip Code 78701
 Phone Number _____ Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

Date

3/18

Page 1 of 8

Page 361 of 545

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

No road currently exists in this portion of the ROW. Public utilities will remain in a public easement for these properties.

8. That there is no current public need or use for the easement or right-of-way because:

None of the properties are being accessed by this ROW and all utilities will be within a public utility.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The properties adjacent to this ROW are currently pending sale(s) for a future high-rise development. Water and electrical will be encompassed by a public utility easement. The existing sanitary sewer will no longer provide service and can be abandoned/removed.

10. That all public utilities have access to serve current and future customers because:

The existing utilities are not changing locations so the PUE will house utilities in their current locations and protect utilities from future obstructions and conflicts.

11. Such public right-of-way/easement has been and is being used as follows:

Has been used to contain existing utilities. Future PUE will be shifted to only contain the existing water and electrical lines as the sanitary sewer will be abandoned.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

① ARTESIAN ASSETS, LLC
BY: ERIC DEE LONG, MANAGER 12/30/22

② WESTENUG, LP
BY: USA COMPRESSION CORP
ITS GENERAL PARTNER
BY: ERIC DEE LONG, PRESIDENT 12/30/22

Signature and title

Date

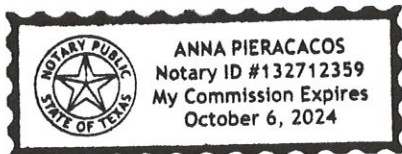
STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUNTY OF ~~BRAZOS~~ ^{TRAVIS}

Subscribed and sworn to before me, a Notary Public, this 30th day of December 2022, ^{AP}~~2009~~ by Anna Pieracacos.



Anna Pieracacos
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Patricia Street ROW

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.087 acre (3,796 square foot) portion of Patricia Street, out of the J. E. Scott Survey, Abstract No. 50, Brazos County, Texas, being shown on plat of W.C. Boyett Estate, Partition Map, recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas (DRBC), and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

BEGINNING at a found 5/8-inch iron rod (with cap stamped "Kerr") marking the east corner of a called 0.1131 acre tract, conveyed by Special Warranty Deed to WestEndNG LP, (Tract One) recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), also marking in the south corner of Lot 6, Block 10, of said W.C. Boyett Estate, conveyed by Special Warranty Deed to WestEndNG LP, (Tract Three) recorded in Volume 11774, Page 167 of the OPRBC, lying in the north right-of-way line of University Drive (Variable Width Right-of-way), and in the northwest right-of-way line of Patricia Street.

THENCE, North 41°44'24" East, 135.06 feet along the said northwest right-of-way line of Patricia Street to a point for corner, being the east corner of said Lot 6, Block 10, and in the southwest right-of-way line of 1st Street (40 foot wide Right-of-Way);

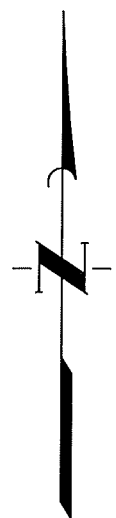
THENCE, South 40°34'39" East, 27.86 feet across Patricia Street to a set 5/8-inch iron rod (with cap stamped "Quiddity") being in the southeast right-of-way line of Patricia Street, and being in the northwest line of a portion of Block 8, conveyed by General Warranty Deed to Chad Baccus Real Estate LLC-203 University Series, recorded in Volume 11081, Page 224 of the OPRBC,

THENCE, South 41°17'27" West, passing at 21.20 feet a found "X" in concrete marking the west corner of a called 0.013 acre tract conveyed by Special Warranty Deed to Radakor LLC, recorded in Volume 13188, Page 118 of the OPRBC, and the north corner of a portion of Lot 5, Block 8 of said W.C. Boyett Estate, conveyed by Warranty Deed to Radakor LLC, recorded in Volume 12476, Page 55 of the OPRBC, then passing at 89.04 feet a found 1/2-inch iron rod (with cap stamped "Kerr") marking the west corner of the reminder of Lot 4, Block 8 (called Lot 21), conveyed by Warranty Deed to Radakor LLC, recorded in Volume 8725, Page 128 of the OPRBC, and the northwest corner of a called 0.288 acre tract, conveyed by Deed without Warranty to Radakor LLC, recorded in Volume 16078, Page 236 of the OPRBC, continuing in all a total distance of 134.83 feet to a found 1/2-inch iron rod (with cap stamped "Kerr") and lying in the north right-of-way line of University Drive;

THENCE North 41°19'11" West, 28.88 feet, along the north right-of-way line of University Drive to the **POINT OF BEGINNING, CONTAINING** 0.087 acre, 3,796 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 18146 filed in the office of Quiddity, in College Station, Texas.

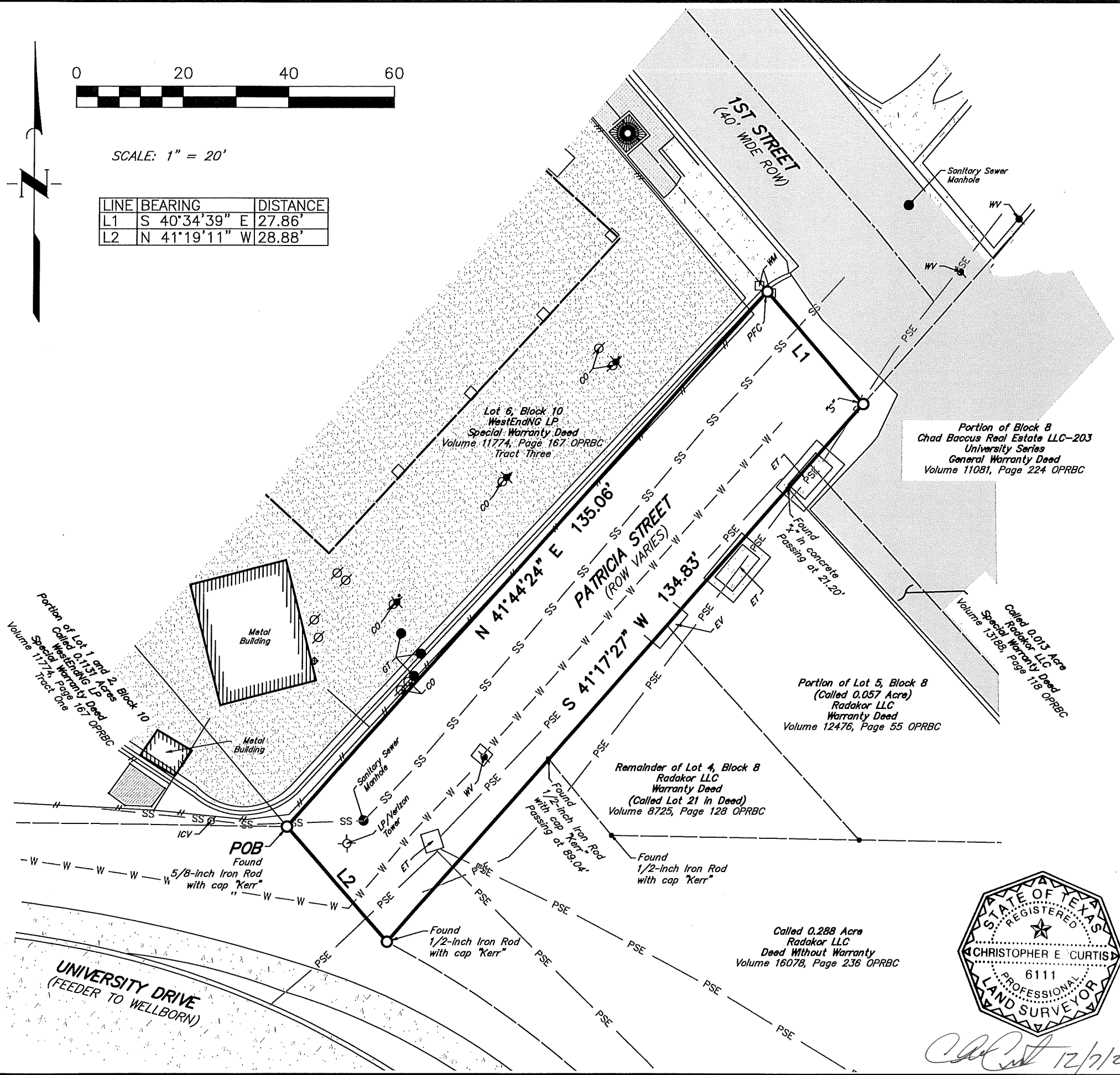


[Handwritten Signature]
12/7/22



SCALE: 1" = 20'

LINE	BEARING	DISTANCE
L1	S 40°34'39" E	27.86'
L2	N 41°19'11" W	28.88'



LEGEND

- CATV CABLE TV BOX
- CO SANITARY SEWER CLEANOUT
- ET ELECTRIC TRANSFORMER
- EV ELECTRIC VAULT
- GT GREASE TRAP
- ICV IRRIGATION CONTROL VALVE
- LP LIGHT POLE
- OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
- "S" SET 5/8-INCH IRON ROD WITH CAP STAMPED "QUIDDITY"
- WV WATER VALVE

- GRAVEL
- ASPHALT
- BRICK PAVERS
- CONCRETE

- ADJOINER
- BOUNDARY
- SANITARY SEWER LINE
- UNDERGROUND ELECTRIC
- UNDERGROUND WATER
- WOOD FENCE
- WROUGHT IRON FENCE

RIGHT-OF-WAY ABANDONMENT
OF A PORTION OF
PATRICIA STREET
BEING
0.087 ACRES
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION
BRAZOS COUNTY, TEXAS
DECEMBER 2022



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

CEC 12/7/22

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Patricia Street ROW

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

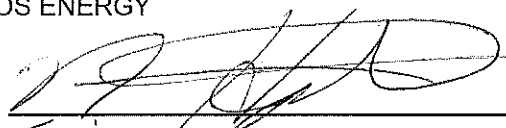
Application for Abandonment of
a Public Right-of-Way/Easement

Location: Patricia Street ROW

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 

Title: Engineer 3

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Patricia Street ROW

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER
~~VERIZON~~ TELEPHONE COMPANY

By: Kevin Moseley

Title: Engineering Manager

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Patricia Street ROW

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

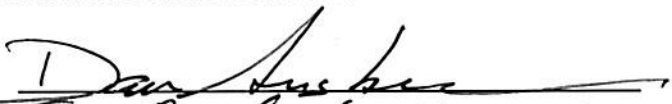
ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: 
Title: Sup. Ops - Construction 1-23-23

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Patricia Street ROW

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

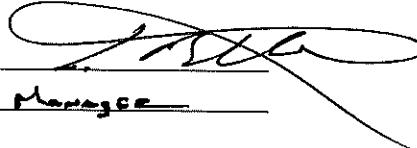
VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: Gary Burkhalter 
Title: Engineering Design Manager

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Patricia Street ROW

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Patricia Street ROW

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____

ADDRESS: _____

NAME: _____

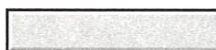
ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____



City of College Station
Chad Baccus
Public Utility Easement

J. E. Scott Survey
Abstract No. 50

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.005 acre (205 square feet) portion of Block 8, W. C. Boyett Estate, Partition Map, recorded in Volume 100, Page 440 of the Deed Records of Brazos County, conveyed in general Warranty Deed to Chad Baccus Real Estate LLC-203 University Series. Recorded in Volume 11081, Page 224 of the Official Public Records of Brazos County (OPRBC), out of the J. E. Scott Survey, Abstract No. 50, Brazos County, Texas, and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 5/8-inch iron rod (with cap stamped “Kerr”) marking the east corner of a called 0.1131 acre tract, conveyed by Special Warranty Deed to WestEndNG LP, (Tract One) recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), also marking in the south corner of Lot 6, Block 10, of said W.C. Boyett Estate, conveyed by Special Warranty Deed to WestEndNG LP, (Tract Three) recorded in Volume 11774, Page 167 of the OPRBC, lying in the north right-of-way line of University Drive (Variable Width Right-of-way), and in the northwest right-of-way line of Patricia Street;

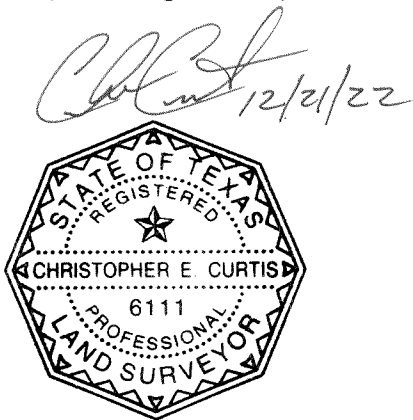
THENCE, South 41°19’11” East, along the north right-of-way line of University Drive, 28.88 feet to a found 1/2-inch iron rod (with cap stamped “Kerr”) marking the west corner of a called 0.288 acre tract, conveyed by Deed without Warranty to Radakor LLC, recorded in Volume 16078, Page 236 of the OPRBC;

THENCE, North 41°17’27” East, 119.75 feet along the southeast right-of-way line of Patricia Street to a point-for-corner marking the west corner of said portion of Block 8, and the north corner of a called 0.013 acre tract, conveyed by Special Warranty Deed to Radakor LLC, recorded in Volume 13188, Page 118 of the OPRBC and the **POINT OF BEGINNING** of the herein described subject tract;

THENCE, North 41°17’27” East, 36.32 feet continuing along the southeast right-of-way line of Patricia Street, being common with the northwest line of said Chad Baccus tract to a point for corner marking the northeast corner of the herein described tract;

THENCE, South 24°36’55” West, 39.24 feet across said Chad Baccus tract to a point for corner in the common line between said Chad Baccus tract and aforementioned 0.013 acre tract;

THENCE, North 42°15’06" West, 11.33 feet along said common line to the **POINT OF BEGINNING**, **CONTAINING** 0.005 acres, (205 square feet) of land in College Station, Brazos County, Texas, as shown on Drawing No. 18210 filed in the office of Quiddity, in College Station, Texas.





SCALE: 1" = 20'

LINE	BEARING	DISTANCE
L1	S 41°19'11" E	28.88'
L2	N 41°17'27" E	36.32'
L3	S 24°36'55" W	39.24'
L4	N 42°15'06" W	11.33'

Lot 6, Block 10
WestEndNG LP
Special Warranty Deed
Volume 11774, Page 167 OPRBC
Tract Three

PATRICIA STREET
(ROW VARIES)
W.C. Boyett Estate
Volume 100, Page 440

Portion of Lot 5, Block 8
(Called 0.057 Acre)
Radakor LLC
Warranty Deed
Volume 12476, Page 55 OPRBC

Remainder of Lot 4, Block 8
Radakor LLC
Warranty Deed
(Called Lot 21 in Deed)
Volume 8725, Page 128 OPRBC

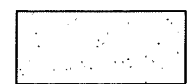
Called 0.288 Acre
Radakor LLC
Deed Without Warranty
Volume 16078, Page 236 OPRBC

Portion of Block 8
Chad Baccus Real Estate LLC-203
University Series
General Warranty Deed
Volume 11081, Page 224 OPRBC

SUBJECT TRACT

LEGEND

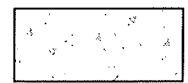
- CO SANITARY SEWER CLEANOUT
- ET ELECTRIC TRANSFORMER
- EV ELECTRIC VAULT
- GT GREASE TRAP
- LP LIGHT POLE
- OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
- PFC POINT FOR CORNER
- "S" SET 5/8-INCH IRON ROD WITH CAP STAMPED "QUIDDITY"
- WV WATER VALVE



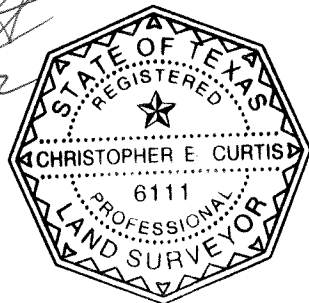
GRAVEL



ASPHALT



CONCRETE



PUBLIC UTILITY EASEMENT
OF A PORTION OF
BACCUS PROPERTY
BEING
0.005 ACRES
205 SQUARE FEET
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION
BRAZOS COUNTY, TEXAS
DECEMBER 2022



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

- ADJOINER
- BOUNDARY
- SS SS SANITARY SEWER LINE
- PSE UNDERGROUND ELECTRIC
- W W W W UNDERGROUND WATER
- W W WOOD FENCE

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.044 acre (1,906 square feet) portion of Patricia Street, out of the J. E. Scott Survey, Abstract No. 50, Brazos County, Texas, as shown on plat of W.C. Boyett Estate, Partition Map, recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas (DRBC), and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 5/8-inch iron rod (with cap stamped “Kerr”) marking the east corner of a called 0.1131 acre tract, conveyed by Special Warranty Deed to WestEndNG LP, (Tract One) recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), also marking the south corner of Lot 6, Block 10, of said W.C. Boyett Estate, conveyed by Special Warranty Deed to WestEndNG LP, (Tract Three) recorded in Volume 11774, Page 167 of the OPRBC, lying in the north right-of-way line of University Drive (Variable Width Right-of-way), and in the northwest right-of-way line of Patricia Street;

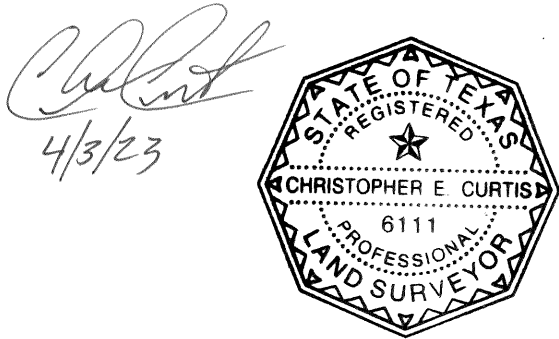
THENCE, South 41°19’11” East, along the north right-of-way line of University Drive, 14.11 feet to a point-for-corner marking the **POINT OF BEGINNING** of the herein described subject tract;

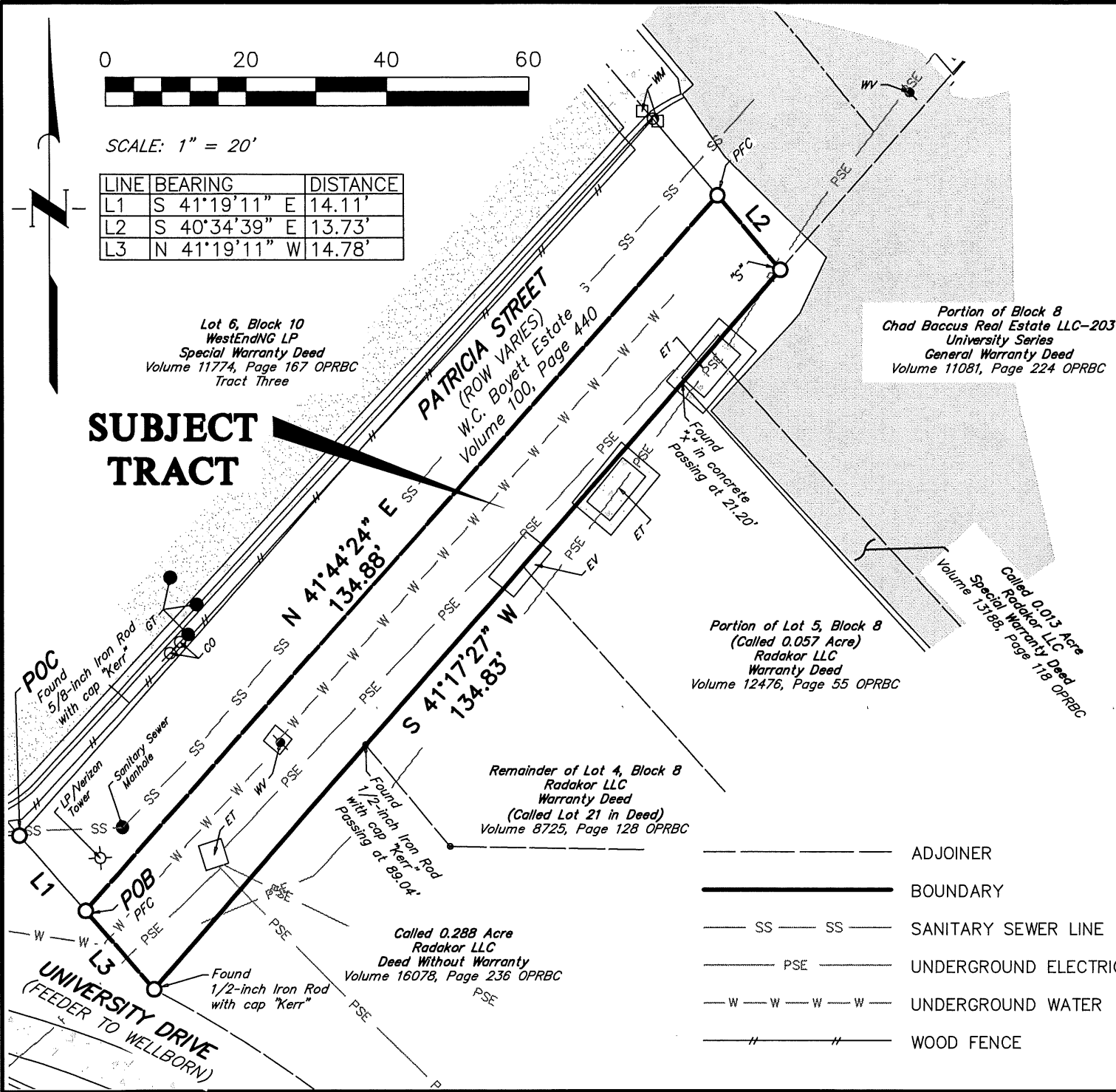
THENCE over and across said Patricia Street the following two (2) courses and distances:

- 1. North 41°44’24” East, 134.88 feet to a point-for-corner, in the southwest right-of-way line of 1st Street (40 foot wide Right-of-Way), being the north corner of the herein described subject tract,
- 2. South 40°34’39” East, 13.73 feet to a set 5/8-inch iron rod (with cap stamped “Quiddity”) in the northwest line of a portion of Block 8, conveyed by General Warranty Deed to Chad Baccus Real Estate LLC-203 University Series, recorded in Volume 11081, Page 224 of the OPRBC and the southeast right-of-way line of Patricia Street;

THENCE, South 41°17’27” West, passing at 21.20 feet a found “x” in concrete marking the north corner of a portion of Lot 5, Block 8 of said W.C. Boyett Estate, conveyed by Warranty Deed to Radakor LLC, recorded in Volume 12476, Page 55 of the OPRBC, passing at 89.04 feet a found 1/2-inch iron rod (with cap stamped “Kerr”) marking the west corner of the remainder of Lot 4, Block 8 (called Lot 21), conveyed by Warranty Deed to Radakor LLC, recorded in Volume 8725, Page 128 of the OPRBC, and the northwest corner of a called 0.288 acre tract, conveyed by Deed without Warranty to Radakor LLC, recorded in Volume 16078, Page 236 of the OPRBC, continuing in all a total distance of 134.83 feet to a found 1/2-inch iron rod (with cap stamped “Kerr”) lying in the north right-of-way line of University Drive;

THENCE, North 41°19’11” West, 14.78 feet along the north right-of-way line of University Drive to the **POINT OF BEGINNING, CONTAINING** 0.044 acres, (1,906 square feet) of land in College Station, Brazos County, Texas, as shown on Drawing No. 18521 filed in the office of Quiddity, in College Station, Texas.





LEGEND

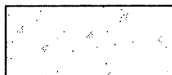
- CO SANITARY SEWER CLEANOUT
- ET ELECTRIC TRANSFORMER
- EV ELECTRIC VAULT
- GT GREASE TRAP
- LP LIGHT POLE
- OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
- PFC POINT FOR CORNER
- "S" SET 5/8-INCH IRON ROD WITH CAP STAMPED "QUIDDITY"
- WV WATER VALVE



GRAVEL



ASPHALT



CONCRETE



PUBLIC UTILITY EASEMENT
OF A PORTION OF
PATRICIA STREET
BEING
0.044 ACRES
1,906 SQUARE FEET
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION
BRAZOS COUNTY, TEXAS
APRIL 2023



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.029 acre (1274 square foot) out of the J. E. Scott Survey, Abstract No. 50, Brazos County, Texas, being part of a called 0.288 acre tract, conveyed by Deed Without Warranty to Radakor LLC, recorded in Volume 16078, Page 236 of the Official Public Records of Brazos County (OPRBC), part of a remainder of Lot 4, Block 8 (called Lot 21), conveyed by Warranty Deed to Radakor LLC, recorded in Volume 8725, Page 128 of the OPRBC, part of a portion of Lot 5, Block 8 of said W.C. Boyett Estate, conveyed by Warranty Deed to Radakor LLC, recorded in Volume 12476, Page 55 of the OPRBC, and part of a called 0.013 acre tract conveyed by Special Warranty Deed to Radakor LLC, recorded in Volume 13188, Page 118 of the OPRBC, and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 5/8-inch iron rod (with cap stamped “Kerr”) marking the east corner of a called 0.1131 acre tract, conveyed by Special Warranty Deed to WestEndNG LP, (Tract One) recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), also marking the south corner of Lot 6, Block 10, of said W.C. Boyett Estate, conveyed by Special Warranty Deed to WestEndNG LP, (Tract Three) recorded in Volume 11774, Page 167 of the OPRBC, lying in the north right-of-way line of University Drive (variable width right-of-way), and in the northwest right-of-way line of Patricia Street, as shown on plat of W.C. Boyett Estate, Partition Map, recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas (DRBC);

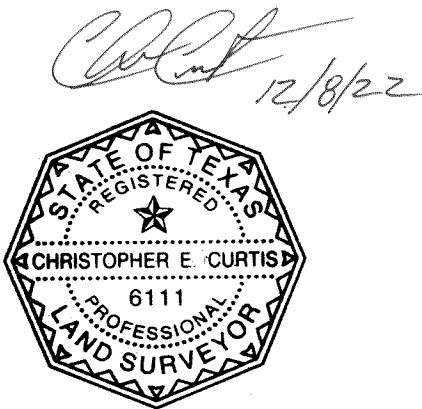
THENCE, South 41°19’11” East, along the north right-of-way line of University Drive, 28.88 feet to a found 1/2-inch iron rod (with cap stamped “Kerr”) marking the **POINT OF BEGINNING** of the herein described subject tract, being common with the west corner of said 0.288 acre tract;

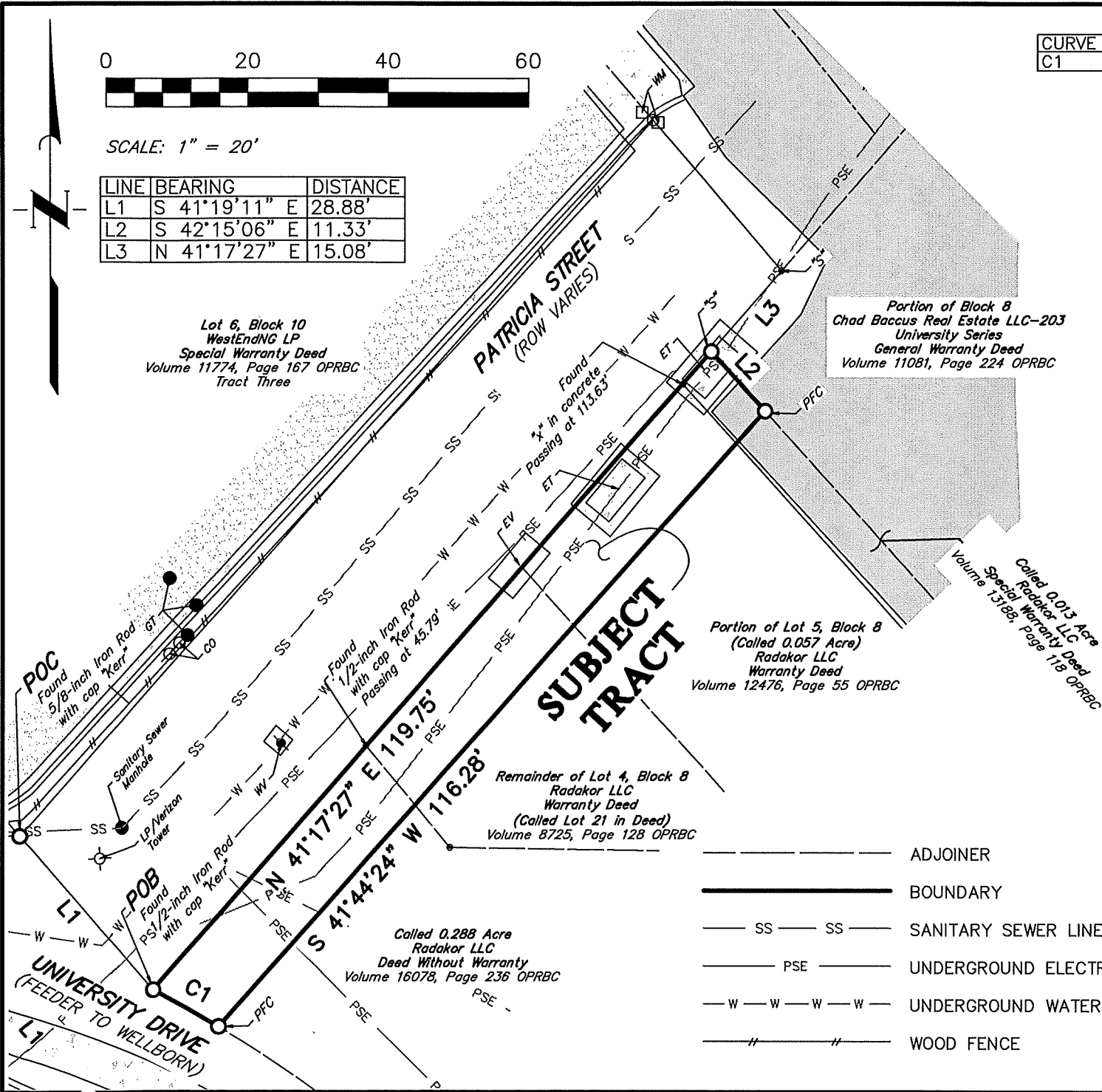
THENCE, North 41°17’27” East, along the southeast right-of-way line of Patricia Street, passing at 45.79 feet a found 1/2-inch iron rod (with cap stamped “Kerr”) marking the west corner of the said remainder of Lot 4, Block 8 (called Lot 21), and the north corner of said 0.288 acre tract, passing at 113.63 feet a found “X” in concrete marking the west corner of said 0.013 acre tract, and the north corner of said portion of Lot 5, Block 8, continuing in all a total distance of 119.75 feet to a set 5/8-inch iron rod (with cap stamped “Quiddity”) marking the north corner of the herein described subject tract, and the north corner of said 0.013 acre tract being common with the west corner of a portion of Block 8, conveyed by General Warranty Deed to Chad Baccus Real Estate LLC-203 University Series, recorded in Volume 11081, Page 224 of the OPRBC, from which a set 5/8-inch iron rod (with cap stamped “Quiddity”) lying in the southwest right-of-way line of 1st Street (40 foot wide right-of-way) bears North 41°17’27” East, 15.08 feet;

THENCE, South 42°15’06” East, along the common line of said portion of Block 8 tract, and aforementioned 0.013 acre tract, 11.33 feet to a point-for-corner, marking the east corner of the herein described subject tract;

THENCE, South 41°44’24” West, over and across said 0.013 acre tract, said portion of Lot 5, Block 8, said remainder of Lot 4, Block 8, and said 0.288 acre tract, 116.28 feet to a point-for-corner lying in the north right-of-way line of University Drive, beginning a non-tangent curve to the left;

THENCE, along said non-tangent curve to the left, having a radius 190.32 feet, an arc length of 10.58 feet, a delta angle of 3°11'09", and a chord bearing of North 60°42'23" West, 10.58 feet to the **POINT OF BEGINNING, CONTAINING** 0.029 acres, 1274 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 18174 filed in the office of Quiddity, in College Station, Texas.





SCALE: 1" = 20'

LINE	BEARING	DISTANCE
L1	S 41°19'11" E	28.88'
L2	S 42°15'06" E	11.33'
L3	N 41°17'27" E	15.08'

Lot 6, Block 10
WestEndNG LP
Special Warranty Deed
Volume 11774, Page 167 OPRBC
Tract Three

Portion of Block 8
Chad Baccus Real Estate LLC-203
University Series
General Warranty Deed
Volume 11081, Page 224 OPRBC

Portion of Lot 5, Block 8
(Called 0.057 Acre)
Radakor LLC
Warranty Deed
Volume 12476, Page 55 OPRBC

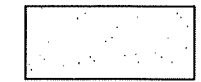
Remainder of Lot 4, Block 8
Radakor LLC
Warranty Deed
(Called Lot 21 in Deed)
Volume 8725, Page 128 OPRBC

Called 0.288 Acre
Radakor LLC
Deed Without Warranty
Volume 16076, Page 236 OPRBC

Called 0.013 Acre
Radakor LLC
Special Warranty Deed
Volume 13188, Page 118 OPRBC

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	190.32'	10.58'	10.58'	N 60°42'23" W	3°11'09"

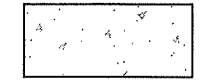
LEGEND



GRAVEL



ASPHALT



CONCRETE

LEGEND

- CO SANITARY SEWER CLEANOUT
- ET ELECTRIC TRANSFORMER
- EV ELECTRIC VAULT
- GT GREASE TRAP
- LP LIGHT POLE
- OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
- PFC POINT FOR CORNER
- "S" SET 5/8-INCH IRON ROD WITH CAP STAMPED "QUIDDITY"
- WV WATER VALVE



Signature
12/8/22

PUBLIC UTILITY EASEMENT
OF A PORTION OF
RADAKOR PROPERTY
BEING
0.029 ACRES
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION
BRAZOS COUNTY, TEXAS
DECEMBER 2022



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

**AMENDED AND RESTATED
COMPANY AGREEMENT**

ARTESIAN ASSETS, LLC

February 27, 2009

**COMPANY AGREEMENT
OF
ARTESIAN ASSETS, LLC**

THIS AMENDED AND RESTATED COMPANY AGREEMENT (this "Agreement"), dated as of February 27, 2009, is made by and among Artesian Assets, LLC, a Texas limited liability company (the "Company"), and the Persons who have executed a signature page to this Agreement as the Members. This Agreement amends and restates in its entirety the Limited Liability Company Agreement dated as of September 19, 2007 (as amended by Amendment No. 1 thereto).

ARTICLE I

FORMATION OF COMPANY

Section 1.1. *Formation.* The Company was formed upon the execution and filing by the organizer (such Person being hereby authorized to take such action) with the Secretary of State of the State of Texas of a Certificate of Formation of the Company on September 19, 2007.

Section 1.2. *Name.* The name of the Company shall be Artesian Assets LLC. Subject to all applicable laws, the business of the Company shall be conducted in the name of the Company unless under the law of some jurisdiction in which the Company does business such business must be conducted under another name or unless the Board determines that it is advisable to conduct Company business under another name. In such a case, the business of the Company in such jurisdiction or in connection with such determination may be conducted under such other name or names as the Board shall determine to be necessary. The Board shall cause to be filed on behalf of the Company such assumed or fictitious name certificate or certificates or similar instruments as may from time to time be required by law.

Section 1.3. *Business.* The business of the Company shall be, whether directly or indirectly through subsidiaries, to conduct all activities permissible by applicable law.

Section 1.4. *Places of Business; Registered Agent; Names and Addresses of Members.*

(a) The address of the principal United States office and place of business of the Company and its street address shall be 301 Congress Avenue, Suite 555, Austin, Texas 78701. The Board, at any time and from time to time, may change the location of the Company's principal place of business upon giving prior written notice of such change to the Members and may establish such additional place or places of business of the Company as the Board shall determine to be necessary or desirable.

(b) The registered office of the Company in the State of Texas shall be and it hereby is, established and maintained at 301 Congress Avenue, Suite 555, Austin, Texas 78701, and the registered agent for service of process on the Company shall be Eric D. Long, whose business address is the same as the Company's registered office in Texas. The Board, at any time and from time to time, may change the Company's registered office or registered agent or both by complying with the applicable provisions of the Texas Business Organizations Code (as

The intent of this Section 4.3 is to provide (i) the ratable return of capital (from Distributable Funds) to all holders of Class A Units, (ii) then, the ratable distribution of Distributable Funds to holders of Class A Units with a priority preference (equal to a 4% preferred return on previously unreturned capital) over the holders of Common Units, and (iii) thereafter, the distribution of Distributable Funds solely to the Common Units. Upon the occurrence of the Payout Event, the Class A Units shall be deemed redeemed by the Company for no additional payment to the holders thereof.

ARTICLE V

MANAGEMENT AND RELATED MATTERS

Section 5.1. *Power and Authority of Board.*

(a) The Company shall be managed by a Board of Managers ("Board" or "Board of Managers"). Until the Payout Event occurs, the Company shall have one Manager, who shall (subject to the removal provisions below) be Eric D. Long. After the Payout Event occurs, the Company shall have one Manager, who shall (subject to the removal provisions below) be Alexander B. Long. Except as otherwise expressly provided in Section 5.4 and elsewhere in this Agreement, all management powers over the business and affairs of the Company shall be exclusively vested in the Board, and the Members shall have no right of control over the business and affairs of the Company. In addition to the powers now or hereafter granted to managers under the TBOC or which are granted to the Board under any other provision of this Agreement, the Board shall have full power and authority to do all things deemed necessary or desirable by it to conduct the business of the Company in the name of the Company.

(b) The Board may hold meetings at such place and at such time as it may determine. No notice shall be required of a regular meeting if the time and place of such meetings are fixed by the Board. Notice of a special meeting shall be served not less than twenty-four (24) hours before the date and time fixed for such meeting by confirmed facsimile or other written communication or not less than three (3) days prior to such meeting if notice is provided by overnight delivery service. Until the Payout Event occurs, a special meeting of the Board may be called by any two Members. After the Payout Event occurs, a special meeting of the Board may be called by the President or all of the Members acting together. Any member of the Board may participate in a meeting by conference telephone or similar communications equipment. On any matter that is to be voted on, consented to or approved by the Board, the Board may take such action without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Manager then serving on the Board.

(c) In accomplishing all of the foregoing and in fulfilling its obligations pursuant to this Agreement, the Board may, in its sole discretion, retain or use any Company Affiliates' personnel, properties and equipment or the Board may hire or rent those of third parties and may employ on a temporary or continuing basis outside accountants, attorneys, consultants and others on such terms as the Board deems advisable. No Person dealing with the Company shall be required to inquire into the authority of the Board to take any action or make any decision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

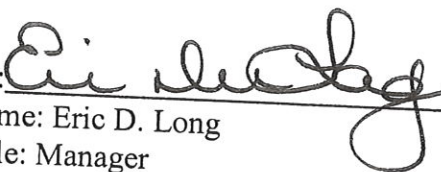
ARTESIAN ASSETS, LLC

By: 
Name: Alexander B. Long
Title: Manager

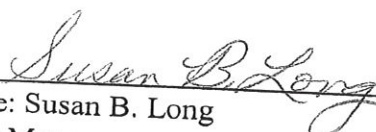
MEMBERS:


Alexander B. Long

ALADDIN ENERGY, LLC

By: 
Name: Eric D. Long
Title: Manager

SERENDIPITY HOLDINGS, LLC

By: 
Name: Susan B. Long
Title: Manager

**AGREEMENT OF LIMITED PARTNERSHIP
OF
WESTENDNG, LP**

December 9, 2013

AGREEMENT OF LIMITED PARTNERSHIP

OF

WESTENDNG, LP

This Agreement of Limited Partnership of WestEndNG, LP (the "Agreement") is entered into by and among USA Compression Corp., a Texas corporation, as the general partner (the "General Partner"), and The Alexander B. Long Trust U/A April 17, 2007 as the sole limited partner (the "Limited Partner") (the General Partner and the Limited Partner are collectively the "Partners").

RECITALS:

A. The General Partner and the Limited Partner desire to form a limited partnership under the laws of the State of Texas for the purposes stated in Section 1.4.

B. In connection with the formation of such limited partnership, the General Partner and the Limited Partner wish to set forth their respective rights and obligations as partners thereof.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the General Partner and the Limited Partner agree as follows:

ARTICLE I FORMATION AND BUSINESS OF THE PARTNERSHIP

1.1 Formation and Statutory Filings. The Partners hereby create and establish the Partnership as a limited partnership pursuant to the TLPL for the purposes hereinafter described. The General Partner will execute and file on behalf of the Partners and the Partnership a Certificate in accordance with applicable statutory requirements in such offices and places as may be required by the laws of the State of Texas. The General Partner will cause amendments to the Certificate to be filed whenever required by the TLPL. Such amendments may be executed by any General Partner and by each other General Partner designated in the amendment as a new General Partner. In keeping with the TLPL, and except as provided in Section 5.202 of the TBOC, the General Partner will be required to file an amendment to the Certificate within thirty (30) days after the happening of any of the following events:

- (a) a change in the name of the Partnership;
- (b) the admission of a new General Partner;
- (c) the withdrawal of a General Partner; or

(d) a change in the address of the registered office or the name or address of the agent for service of process.

1.2 Name. The business of the Partnership will be conducted under the name "WestEndNG, LP".

1.3 Principal Place of Business; Registered Office; Registered Agent. The principal place of business, the principal office and the registered office of the Partnership will be at 100 Congress Avenue, Suite 450, Austin, TX 78701. The General Partner may change the principal place of business of the Partnership to any other place upon ten (10) days written notice to the Partners. The registered agent will be Eric Dee Long.

1.4 Purposes. The nature of the business of and the purpose to be conducted and promoted by the Partnership, is to engage solely in the following activities:

(a) To acquire and develop that certain parcel of real property, together with all improvements thereon, described in Exhibit A to this Agreement (collectively, the "Property").

(b) To own, hold, sell, assign, transfer, develop, operate, lease, mortgage, pledge and otherwise deal with the Property.

(c) To exercise all powers enumerated in the TLPL or necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

1.5 Term. The Partnership will continue until terminated pursuant to Section 8.1.

ARTICLE II

MANAGEMENT BY THE GENERAL PARTNER

2.1 Management by the General Partner. The General Partner will be solely responsible for the operation and management of the Partnership. Except as otherwise expressly provided in this Agreement, the General Partner will possess all rights and powers generally conferred by applicable law or as necessary, advisable or consistent in connection with the management of the Partnership.

2.2 Illustrative Rights and Powers. In addition to any other rights and powers which it may possess, the General Partner will have all the specific rights and powers required by or appropriate to the operation and management of the Partnership including, but not limited to, the ability to take the following actions on behalf of the Partnership:

(a) to sell, exchange, assign, convey, transfer or lease all or any portion of the Property on such terms as determined by the General Partner in its sole discretion;

(b) to employ, retain, and otherwise secure or enter into contracts with Persons to assist in the purchase, management, lease, sale and disposition of the Property, including, but not limited to, property managers, financial advisers, brokers, attorneys

and accountants, all on such terms and conditions as the General Partner may in its sole discretion deem advisable;

(c) to acquire, utilize for Partnership purposes, operate, manage, improve and develop the Property;

(d) to determine whether to purchase, invest in, sell or trade-in a security, including general and limited partnership interests;

(e) to purchase, hold, sell, sell short, cover sales and otherwise deal in securities and partnership interests, including put and call options;

(f) to open, maintain and close accounts with brokers, including margin accounts and accounts holding securities in street name, and to open, maintain and close bank accounts, including custodial accounts, and draw checks or other orders for the payment of monies from such accounts;

(g) to borrow money, finance, refinance and otherwise incur obligations from such Persons as it may deem appropriate, to secure such borrowings with the Property, and to use the proceeds of such borrowings for any Partnership purpose, and, in that regard, to execute such notes, loan agreements, deeds of trust, security agreements, pledge agreements, certificates, affidavits, guarantees and related instruments as may be required in connection therewith;

(h) to do any and all acts on behalf of the Partnership, and to exercise all rights, duties and responsibilities of the Partnership, with respect to its interest in, or its rights and obligations under any agreement with, any Person, including without limitation, the voting of securities, the fulfillment of managing partner responsibilities with respect to any partnership in which the Partnership is a general partner or managing partner, the negotiation and payment of commissions, participation and arrangements with creditors, the institution of suits and administrative proceedings, and other similar matters;

(i) to make any tax elections allowable under the Code;

(j) to compromise, litigate and settle claims by or against the Partnership;

(k) to pay Partnership debts and obligations;

(l) to enter into contracts and business undertakings to further Partnership purposes;

(m) to negotiate, execute and deliver any and all documents necessary or appropriate to consummate any right, power or authority of the General Partner or the Partnership; and

(n) to take any and all action which is permitted under the TLPL and which is customary or reasonably related to the purposes of the Partnership.

ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

9.2 Assignee. "Assignee" means the transferee pursuant to an assignment or Transfer, pursuant to which the assignee is not substituted as a Partner in the Partnership. An Assignee has only the rights granted under Section 153.253 of the TLPL. An Assignee or transferee does not have the right to become a Partner except as provided in this Agreement.

9.3 Capital Contribution. "Capital Contribution" means the cash and the fair market value of property other than cash (net of liabilities which the Partnership assumes or takes the property subject to) contributed to the capital of the Partnership by a Partner.

9.4 Cash Flow. "Cash Flow" means, for the period in question, the difference between the aggregate cash receipts of the Partnership from any source (including loans and Capital Contributions) less the sum of the cash expenditures of the Partnership plus a cash reserve in the amount determined by the General Partner, in its sole and absolute discretion, to be sufficient to meet the working capital requirements and reasonable business needs of the Partnership.

9.5 Certificate. "Certificate" means the Certificate of Formation filed on behalf of the Partnership with the Secretary of State of Texas in accordance with all applicable statutes.

9.6 Exhibit. "Exhibit" means an exhibit attached to this Agreement.

9.7 General Partner. "General Partner" means USA Compression Corp., so long as it continues as a General Partner hereunder, and any other Person who has been admitted as and continues to be a General Partner of the Partnership, but excluding any such Person that subsequently ceases to be a General Partner pursuant to the provisions of this Agreement. In the event that there are two Persons serving in the capacity of General Partner under this Agreement, actions which the General Partner may take or are required to take will require the consent and action of each such Person. In the event that there are more than two Persons serving in the capacity of General Partner under this Agreement, actions which the General Partner may take or is required to take will require the consent and action of a majority of such Persons.

9.8 Limited Partner. "Limited Partner" means The Alexander B. Long Trust U/A April 17, 2007 and any other Person who has been admitted as and who continues to be a limited partner of the Partnership.

9.9 Partners. "Partners" means the General Partner and the Limited Partner. "Partner" means any one of the Partners.

9.10 Partnership. "Partnership" means the limited partnership created and existing pursuant to this Agreement, as amended.

9.11 Partnership Interest. "Partnership Interest" means a Partner's interest, expressed as a percentage, in the voting rights and rights to distributions of the Partnership, as may be affected by the provisions of this Agreement and as may thereafter be adjusted.

IN WITNESS WHEREOF, the Partners have executed this Agreement to be effective as of the 9th day of December, 2013.

GENERAL PARTNER:

USA COMPRESSION CORP.,
a Texas corporation

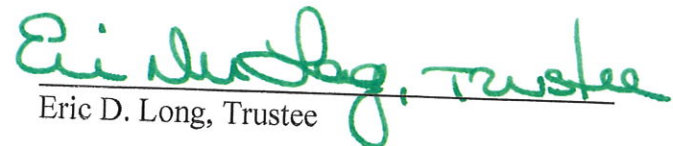
By: 
Eric Dee Long, President

Address:

100 Congress Avenue, Suite 450
Austin, TX 78701

LIMITED PARTNER:

THE ALEXANDER B. LONG TRUST
U/A APRIL 17, 2007

By: 
Eric D. Long, Trustee

Address:

100 Congress Avenue, Suite 450
Austin, TX 78701

FOR OFFICE USE ONLY

CASE NO.: _____

DATE SUBMITTED: _____

TIME: _____

STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

The right-of-way associated with the portion of Patricia Street southwest of the intersection of Patricia Street and First Street. See attached document.

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Tyler Green E-mail tgreen@quiddity.comStreet Address 150 Venture Dr. #100City College Station State Texas Zip Code 77845Phone Number 979-307-6127 Fax Number _____PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):Name Chad Baccus Real Estate, LLC E-mail chad@baccusjacksonhomesStreet Address: 912 Naranjo DriveCity Georgetown State Texas Zip Code 78628Phone Number 210-669-1499 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

 Owner
Signature and title

4/12/23
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

--	--

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

--	--

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

--	--

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

No road currently exists in this portion of the ROW. Public utilities will remain in a public easement for these properties.
8. That there is no current public need or use for the easement or right-of-way because:

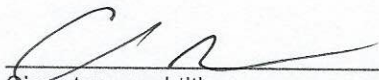
None of the properties are being accessed by this ROW and all utilities will be within a public utility.
9. That there is no anticipated future public need or use for the easement or right-of-way because:

The properties adjacent to this ROW are currently pending sale(s) for a future high-rise development. Water and electrical will be encompassed by a public utility easement. The existing sanitary sewer will no longer provide service and can be abandoned/removed.
10. That all public utilities have access to serve current and future customers because:

The existing utilities are not changing locations so the PUE will house utilities in their current locations and protect utilities from future obstructions and conflicts.
11. Such public right-of-way/easement has been and is being used as follows:

Has been used to contain existing utilities. Future PUE will be shifted to only contain the existing water and electrical lines as the sanitary sewer will be abandoned.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

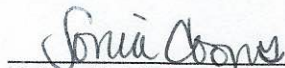

 Signature and title

4/12/23
 Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
 COUNTY OF BRAZOS §
 Will Anderson

Subscribed and sworn to before me, a Notary Public, this 12th day of April, ~~2009~~ ²⁰²³ by _____.




 Notary Public in and for
 the State of Texas

FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

The right-of-way associated with the portion of Patricia Street southwest of the intersection of Patricia Street and First Street. See attached Exhibits.

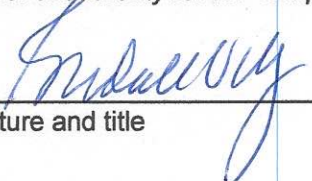
APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Tyler Green E-mail tgreen@quiddity.com
 Street Address 150 Venture Dr. #100
 City College Station State Texas Zip Code 77845
 Phone Number 979-307-6127 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Radakor, LLC E-mail radakorllc@gmail.com
 Street Address: 1710 Droxford Drive
 City Houston State Texas Zip Code 77008
 Phone Number 713-829-3808 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

 PRESIDENT
 Signature and title

01-10-23
 Date

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

No road currently exists in this portion of the ROW. Public utilities will remain in a public easement for these properties.

8. That there is no current public need or use for the easement or right-of-way because:

None of the properties are being accessed by this ROW and all utilities will be within a public utility.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The properties adjacent to this ROW are currently pending sale(s) for a future high-rise development. Water and electrical will be encompassed by a public utility easement. The existing sanitary sewer will no longer provide service and can be abandoned/removed.

10. That all public utilities have access to serve current and future customers because:

The existing utilities are not changing locations so the PUE will house utilities in their current locations and protect utilities from future obstructions and conflicts.

11. Such public right-of-way/easement has been and is being used as follows:

Has been used to contain existing utilities. Future PUE will be shifted to only contain the existing water and electrical lines as the sanitary sewer will be abandoned.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

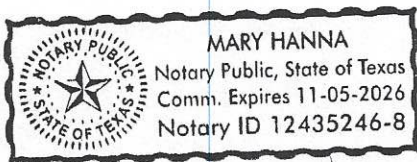
Induldyg PRESIDENT
Signature and title

01-10-23
Date

STATE OF TEXAS
COUNTY OF Harris
~~BRAZOS~~

§
§ ACKNOWLEDGEMENT
§

Subscribed and sworn to before me, a Notary Public, this 10th day of January, 2023 by
Randall Dexter Klein



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

June 12, 2023

Item No. 9.7.

1500, 1530 & 1550 Holleman Drive E – Public Utility Easement Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: N/A

Agenda Caption:Public Hearing, presentation, discussion, and possible action on approving an ordinance vacating and abandoning a generally 60-foot wide Public Utility Easement, said easement crossing Lots 1 and 2, Block 2 and Oak Way Drive Right-of-Way, in the Post Oak Mall subdivision, as described by metes and bounds recorded in Volume 390, Page 733, of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary: The public utility easement abandonment is being requested by the applicant as a result of a desired exchange of easement location by the applicant and the City of College Station. The originally dedicated easement was never utilized by utilities and the City of College Station prefers that existing and future utilities be located in a utility easement along the Holleman Drive frontage of the two lots.

The public utility easement is generally 60-foot wide, extending from the southwest boundary of lot 1 to the northeast boundary of lot 2.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING AN APPROXIMATELY 60-FOOT WIDE PUBLIC UTILITY EASEMENT, SAID EASEMENT LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS, CROSSING LOTS 1 AND 2, BLOCK 2 AND OAK WAY DRIVE RIGHT-OF-WAY, POST OAK MALL SUBDIVISION, AS SHOWN ON THE REPLAT OF SAID SUBDIVISION RECORDED IN VOLUME 517, PAGE 689 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of an approximately 60-foot wide Public Utility Easement, said easement crossing Lots 1 and 2, Block 2 and Oak Way Drive Right-of-Way, Post Oak Mall Subdivision, and being the same easement conveyed by College Station Land Company to the City of College Station in an instrument dated January 10th, 1978 and recorded in Volume 390, Page 733, of the Deed Records of Brazos County, Texas, attached as **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Public Utility Easement”); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City upon completion of the following condition:

1. That the owner of Lots 1 and 2, Block 2, Post Oak Mall Subdivision convey to the City, by separate instrument in a form acceptable to the City, a variable width Public Utility Easement located along the Holleman Drive road frontage of Lots 1 and 2, Block 2, Post Oak Mall Subdivision.

PASSED, ADOPTED and APPROVED this 12th day of June, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

STATE OF TEXAS
COUNTY OF BRAZOS
Know all men by these presents, that I, COLLEGE STATION LAND COMPANY,
Texas general partnership for and in consideration of
the sum of one (\$1.00) dollar to me cash in hand paid by the City of College Station, Texas,
a municipal corporation in Brazos County, Texas, duly incorporated under the general
laws of the State of Texas, the receipt of which is hereby acknowledged, have granted, sold,
and conveyed, and by these presents do grant, sell and convey unto the said City of College
Station, Texas, certain rights and Interests in the form of an EASEMENT on and through
the following described property.

A sixty (60.0) foot wide utility easement over and across that certain tract of land
cut of and part of the Morgan Rector League in College Station, Brazos County, Texas,
said tract conveyed to Texas First Realty, Inc., in Vol. 345, Page 818 of the Deed
Records of Brazos County Texas and being more fully described by metes and bounds
as follows:

BEGINNING at a point, said point bearing S 51° 30' 12" E a distance of 34.20 feet
from an iron rod, said point also lying on a common property line between the afore-
mentioned tract and a tract conveyed to Richard Smith in Vol. 317, Page 26 of the
Deed Records of Brazos County Texas;

THENCE S 3° 40' 48" W, a distance of 84.36 feet to a point for a corner; FILED FOR RECORD

THENCE S 41° 59' 30" W, a distance of 739.62 feet to an iron rod; DATE 2-9-78
AT 1:35 O'CLOCK P M

THENCE S 55° 40' 27" E, a distance of 60.54 feet to a point for a corner; BRAZOS COUNTY CLERK
Sharon Johnson

THENCE N 41° 59' 30" E, a distance of 755.00 feet to a point for a corner; **139235**

THENCE S 67° 14' 40" E, a distance of 40.00 feet to a point for a corner;

THENCE N 22° 45' 20" E, a distance of 20.00 feet to a point for a corner;

THENCE N 67° 14' 40" W, a distance of 40.00 feet to a point for a corner;

THENCE N 3° 40' 48" E, a distance of 36.76 feet to a point for a corner, said
point lying on the common property line between the aforementioned tracts;

THENCE N 51° 30' 12" W, a distance of 83.19 feet to the POINT OF BEGINNING and containing
acres more or less. DATE RECORDED 2-10-78

To have and to hold the rights and interests herein before described unto the
said City of College Station, Texas, and its successors and assigns forever and I do hereby
bind myself, my heirs, executors and administrators, to warrant and forever defend, all
and singular these rights and Interests unto the said City of College Station, Texas, and its
successors and assigns, against every person whomsoever lawfully claiming, or to claim
the same, or any part thereof.

WITNESS my hand this 10th day of JANUARY, 19 78

COLLEGE STATION LAND COMPANY,
BY: INDEPENDENT'S COLLEGE STATION, INC., Partner

THE STATE OF TEXAS:

James L. Wolford
Vice-President - JAMES L. WOLFORD

COUNTY OF BRAZOS :

BY: PETER K. GALLAGHER, Partner

BY: William M. Moore, Partner

BEFORE ME, the undersigned, a Notary Public in and for said County and
State, on this day personally appeared _____ known to me
to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that the same was the act of the said _____
and that he executed the same as the act of such corporation
for the purposes and consideration therein expressed, and in the capacity therein
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of JANUARY
A.D. 1978.

Notary Public in and for BRAZOS
County, Texas

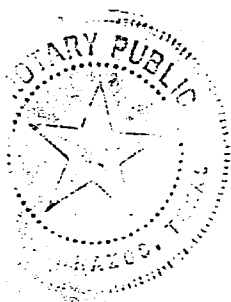
EASEMENT B

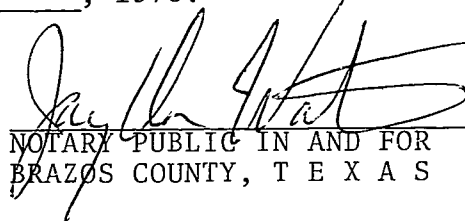
Vol 390 Page 733

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

BEFORE ME, the undersigned authority, on this day personally appeared James L. Wolford, Vice President of Independent's College Station, Inc., general partner of College Station Land Company, a Texas general partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of Jan., 1978.

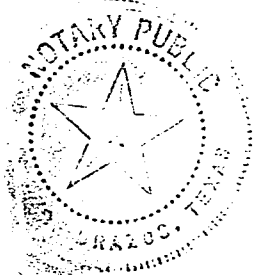


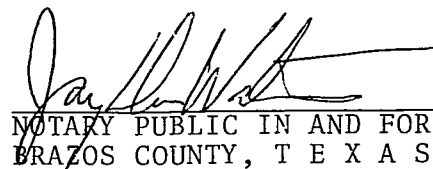

NOTARY PUBLIC IN AND FOR
BRAZOS COUNTY, T E X A S

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

BEFORE ME, the undersigned authority, on this day personally appeared Peter K. Gallaher and William M. Moore, general partners of College Station Land Company, a Texas general partnership known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of JANUARY, 1978.

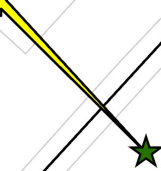



NOTARY PUBLIC IN AND FOR
BRAZOS COUNTY, T E X A S

VICINITY MAP



1500 HOLLEMAN DR E



HARVEY

HORSE HAVEN LANE

EARL RUDDER FREEWAY SOUTH

FRONTAGE 6 ROAD EAST
FRONTAGE 6 ROAD WEST

DARTMOUTH STREET

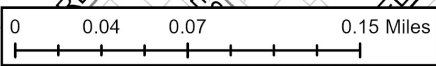
HOLLEMAN DRIVE EAST

EASTMARK DRIVE

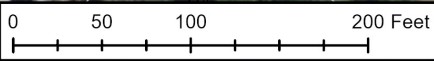
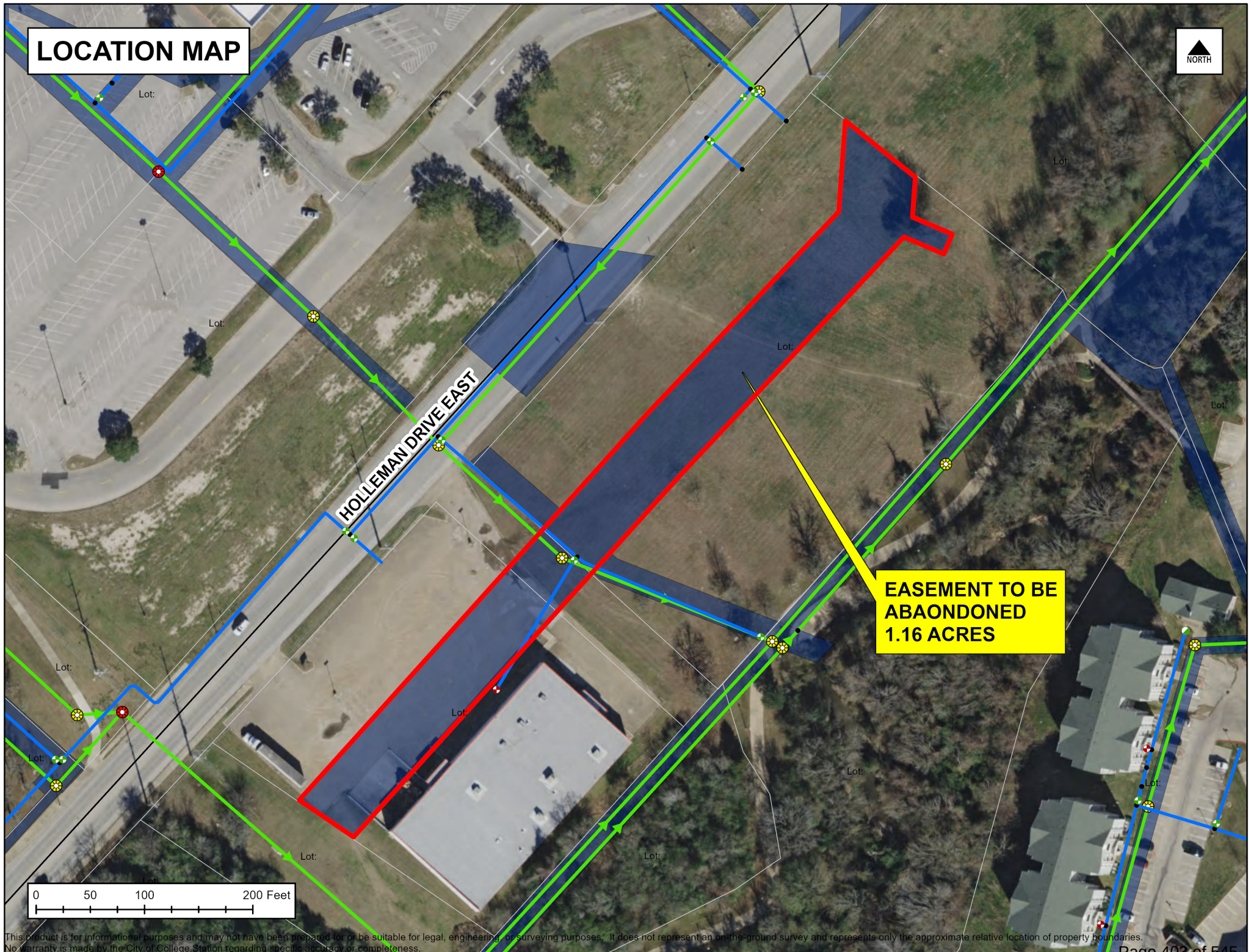
SOUTHWEST PARKWAY EAST

COLGATE DRIVE

CENTRAL PARK LANE



LOCATION MAP



June 12, 2023
Item No. 9.8.
Lot-by-Lot Grading

Sponsor: Anthony Armstrong

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.14, "Drainage and Stormwater Management" and adding Section 7.15, "Lot Grading and Drainage for Individual Lots" of the Code of Ordinances of the City of College Station, Texas, regarding lot grading for residential property.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Sustainable City

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

Summary: The purpose of this proposed amendment is to provide standards and enforcement for lot grading on either existing or new individually-platted residential lots. As properties in the city go through redevelopment, or even the final development of the last lots in an area, there have been grading concerns created from the new home to the surrounding existing homes. Proper grading of a lot is necessary to promote the health, safety, and welfare of citizens and minimize the impact of drainage or flooding to adjoining properties. This amendment will establish residential lot grading requirements and require compliance with any master grading plan for a larger subdivision.

Background: During discussions regarding the impervious cover ordinance approved in March of 2020, the issue of grading on a property as it relates to drainage was discussed by the Planning and Zoning Commission and the City Council. Lot-by-lot grading was discussed with City Council at their workshop on August 25, 2022. Staff held a Building and Development Breakfast discussion on the topic on October 13, 2022, and discussed proposed amendment redlines at the Building and Development Breakfast on March 23, 2023. The redlines were updated based on discussions at that meeting. A copy of the attached redlines were sent out to the development community on April 24, 2023 and no comments were received on the proposal.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 7, “GENERAL DEVELOPMENT STANDARDS,” SECTION 7.14 “STORMWATER MANAGEMENT FOR RESIDENTIAL SUBDIVISION CONSTRUCTION ACTIVITY,” AND ADDING SECTION 7.15 “LOT GRADING AND DRAINAGE FOR INDIVIDUAL RESIDENTIAL LOTS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO LOT GRADING FOR RESIDENTIAL PROPERTY; 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 Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards,” Section 7.14 “Stormwater Management for Residential Subdivision Construction Activity,” and Section 7.15 “Lot Grading and Drainage for Individual Residential Lots,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and **Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 12th day of June, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

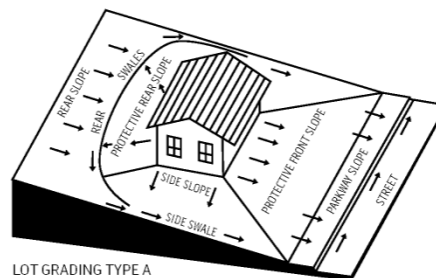
City Attorney

Exhibit A

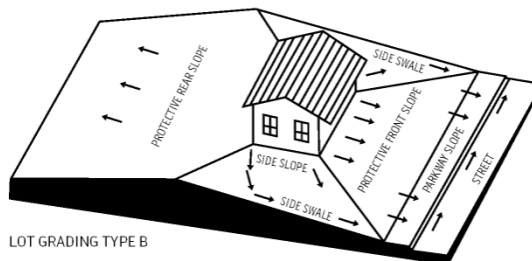
That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards,” Section 7.14.F “Stormwater Management for Residential Subdivision Construction Activity,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Subsection F. “Stormwater Management for Residential Subdivision Construction Activity,” renumbering section 7.4, and Subsection F is to read as follows:

F. Stormwater Management for Residential Subdivision Construction Activity.

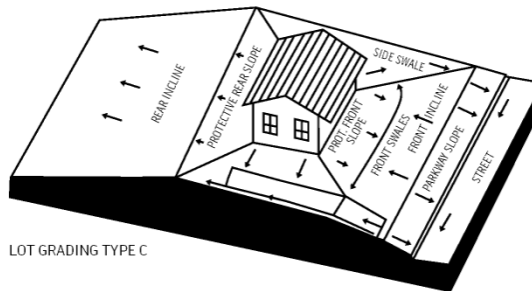
1. A note shall be placed on all plats stating that residential lots shall be developed in accordance with a master grading plan for the proposed subdivision. A master grading plan shall be prepared and submitted to the City, which indicates lot grading for all lots in the subdivision using typical Federal Housing Administration lot grading types (A, B, and C), as depicted below. An alternative grading plan, prepared by a licensed Professional Engineer or other drainage professional, may also acceptable, if approved by the Development Engineer.



LOT GRADING TYPE A



LOT GRADING TYPE B



LOT GRADING TYPE C

2. Construction activities shall match existing adjacent property grades around the perimeter of the property. Retaining walls may be utilized on a case-by-case basis, at the approval of the Development Engineer, if the proposed lot grading is prepared by a licensed Professional Engineer. In no circumstances shall a fence be utilized as a retaining wall.
3. All drainage, including, but not limited to direct roof discharge, gutters, storm drains, and swales shall avoid point discharges that may cause damage to adjacent properties.
4. The maximum slope of grading on a property shall not exceed ten (10) percent, unless designed by a Professional Engineer and approved by the Development Engineer.

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Section 7.15 “Lot Grading and Drainage for Individual Residential Lots,” to read as follows:

A. General.**1. Purpose and intent.**

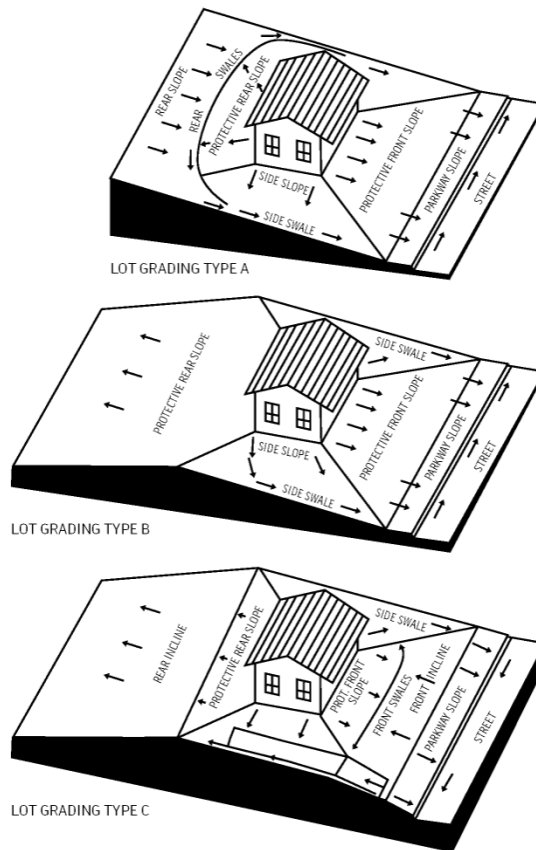
The purpose of this section is to establish regulations pertaining to individual or lot-by-lot grading within new or existing developments. The proper grading of a lot(s) is necessary to promote the health, safety, and welfare of citizens and minimize the impact of drainage or flooding to adjoining properties.

2. Applicability.

- a. All residential developments shall meet the requirements of this Subsection. Multifamily residential products shall follow drainage requirements as set forth in other sections of this UDO and the BCS Unified Design Guidelines.
- b. This Subsection shall apply to all platted lots or unplatted tracts seeking to develop with residential uses within the city.
- c. The requirements of this Subsection shall be applicable with every building permit or other permitted activity on a subject property.

3. Standards for individual lot-by-lot grading.

- a. A grading plan shall be prepared and submitted to the City, which indicates one of the Federal Housing Administration lot grading types (A, B, and C), as depicted below. An alternative grading plan, prepared by a licensed Professional Engineer or other drainage professional, is also acceptable, if approved by the Development Engineer.



- b. Construction activities shall match existing adjacent property grades around the perimeter of the property. Retaining walls may be utilized on a case-by-case basis, at the approval of the Development Engineer, if the proposed lot grading is prepared by a licensed Professional Engineer. In no circumstances shall a fence be utilized as a retaining wall.
- c. All drainage, including, but not limited to direct roof discharge, gutters, storm drains, and swales shall avoid point discharges that may cause damage to adjacent properties.
- d. The maximum slope of grading on a property shall not exceed twenty-five (25) percent, unless designed by a Professional Engineer and approved by the Development Engineer. Impervious surfaces shall be sloped a minimum of two (2) percent away from the building foundation.
- e. Finished floor elevations or fill height shall be provided with the building permit for review. Finished floors that are proposed to be more than twenty-four (24) inches above the gutter line of the curb may be subject to additional grading requirements as directed by the Development Engineer.

June 12, 2023

Item No. 9.9.

2022 Bond Project: Tennis Courts **Design**

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with Mitchell & Morgan, LLP, not to exceed \$200,004.50 for design services for the Bee Creek and Central Park Tennis Courts, and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The Bee Creek and Central Park Tennis Courts Project was one of the projects that passed on the November 8, 2022 bond election. A Request for Qualifications (RFQ) was composed shortly afterwards and sent out in January 2023. Nine (9) submissions of qualifications were received. A panel of City employees were assembled to review all nine submissions. Evaluations were completed and Mitchell & Morgan, LLP was selected. A scoping meeting was held with a final proposal for design received in May.

This contract will provide design services for the tennis courts at both Bee Creek Park and Central Park, respectively, located at 1900 Anderson Street and at 1000 Krenek Tap Road.

The design of this project will redevelop both tennis courts. At both sites, a new slab, LED lighting, court surfacing, chain-link fencing, tennis court netting and posts, and windscreens will be replacing existing features. Additionally, the water fountain and water line located at Bee Creek will be upgraded and repositioned.

Budget & Financial Summary:

Budget in the amount of \$1,700,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$315 has been expended or committed to date, leaving a balance of \$1,699,685 for this design contract and future costs. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:

1. 2022 Bond: Tennis Courts: Design Contract - PK2306
2. 2022 Bond: Tennis Courts: Revised PK2306 DRR 6.12.23
3. 2022 Bond: Tennis Courts: Bee Creek Location
4. 2022 Bond: Tennis Courts: Central Park Location



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300524 PROJECT#: PK2306 BID/RFP/RFQ#: RFQ 23-011

Project Name / Contract Description: Bee Creek and Central Park Tennis Courts

Design services for the redevelopment of both park tennis courts.

Name of Contractor: Mitchell and Morgan, LLP

CONTRACT TOTAL VALUE: \$ 200,004.50

Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

One RFQ (with one addendum) was solicited. Nine SOQs were received. Mitchell and Morgan, LLP, was selected as the most qualified firm after staff evaluation.

Funding Source: Parks Capital Improvement Projects Fund

Budget in the amount of \$1,700,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$315 has been expended or committed to date,

leaving a balance of \$1,699,685 for this design contract and future costs. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

CRC Approval Date*: N/A **Council Approval Date*:** 5/25/2023 **Agenda Item No*:** (If required)*

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RY **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

**CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **Mitchell and Morgan, LLP**, a Texas corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):

RFQ-23-011, Design Services for Tennis Courts at Bee Creek and Central Parks

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Two Hundred Thousand Four and 50 /100 Dollars (\$200,004.50).

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: 60 **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: 50 **calendar days** after authorization to commence PPD.
- (c) Final Design: 40 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date:

April 4, 2025.

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has control shall not be exceeded without written approval from the City. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described herein are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would

sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

- (2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, fail, or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$1,150,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary

Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon

request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or

deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the

City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials,

equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

- (a)** To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.
- (b)** To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

- (c) **Consultant shall procure liability insurance covering its obligations under this section.**
- (d) **It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI INSURANCE

11.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below.

During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section:

11.02 Types. Consultant shall have the following types of insurance:

- (a) **Commercial General Liability.**
- (b) **Business Automobile Liability.**

- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The workers' compensation/Employer's Liability insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is required.
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. **Definitions:**

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

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

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

- ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the

coverage period shown on the current certificate of coverage ends during the duration of the project.

- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - A. a certificate of coverage, prior to the other person beginning work on the project; and
 - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE XII USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both

prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The

City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of College Station

Attn: Logan Cahoon

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

lcahoon@cstx.gov

MITCHELL AND MORGAN, LLP

Attn: Veronica Morgan

3204 Earl Rudder FWY S.

College Station, TX 77845

979-260-6963

info@mitchellandmorgan.com

14.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.04 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

14.06 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

14.07 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

14.08 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.10 This Contract goes into effect when duly approved by all the parties hereto.

14.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

14.12 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Contract.

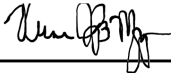
14.13 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A.** Scope of Services
- B.** Payment Schedule
- C** Certificates of Insurance

MITCHELL AND MORGAN, LLP

By: 

Printed Name: Veronica JB Morgan

Title: Managing Partner

Date: 5/16/2023

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

See attached proposal...



Logan Cahoon
Assistant Project Manager of Capital Projects
City of College Station
P.O. Box 9960,
College Station, Texas 77842

April 13, 2023

Re: Proposal to Provide Professional Engineering Design Services for Tennis Courts at Bee Creek and Central Parks in College Station, Texas

Dear Mr. Cahoon,

Thank you for the opportunity to provide professional engineering services for Tennis Courts at Bee Creek and Central Parks in College Station, Texas. As we understand, you would like us to provide Conceptual Design (30%), Preliminary Design (60%), Final Design (90%) and Bid Construction Plans and Specifications for this project, based upon the following parameters:

General

- Provide Conceptual Design (30%), Preliminary Design (60%), Final Design (90%) and Bid Construction Plans and Specifications for this project.
- Per discussions with Staff, this project will be designed and bid as one project. Therefore, these will not be two construction plan sets, one for each park.
- The design of four (4) new tennis courts at Bee Creek Park on one post-tensioned slab;
 - Indicate location (no design) of future four court tennis slab on site plan;
- The design of two (2) new tennis courts at Central Park on one post-tensioned slab;
- Research surface options for the tennis courts and provide pros and cons for them;
- Research fencing and windscreen options for the tennis courts and provide pros and cons for them;
- Provide benches for spectators at each court;
- Provide trash receptacle locations at each court;
- Within areas of designed improvements, assure TAS compliance has been met;
- Provide new Musco lighting around the new tennis courts;
 - It is anticipated that the electrical service will need to be upgraded at both parks to handle the new court lighting;
- Provide new fencing and windscreens around the new tennis courts;
- The design of a waterline relocation at Bee Creek Park to move the waterline from under the court location;
 - We have assumed that the new route for the waterline will be such that it does not include any pavement removal or replacement;
- The design of waterline extensions to one (1) proposed water fountain at each park (including bottle refill and dog drinking options);
- Provide a minor landscape plan to replace trees if needed. This plan will not be designed to meet city landscape requirements;
- No irrigation system will be designed with this project. If any irrigation system is desired, it will be provided by the Contractor as a design build;

- Structural Design Services for the courts, lighting foundations and fencing have been included in this scope;
- Surveying Services have been included in this scope;
- Geotechnical Investigation Services have been included in this scope;
- Arborist Services have been included in this scope;
- Construction Phase Services have been included in this scope;
- Construction Material Testing Services have been included in this scope;
- TAS Plan Review and Construction Inspection Services have been included in this scope;
- Work with City Staff to purchase items via the BuyBoard Purchasing System;
- No environmental analysis;
- Water fountain drain discharge will meet building code;
- No city fiber conduit will be provided with this design;
- No gas design will be included in this scope;
- No franchised telecom facilities will be included in this scope;
- No easement and ROW acquisition services will be needed for this project; and
- Water fountains will connect to existing water / sanitary sewer private lines in the park. These locations are unknown at present. Potholing for utility investigation for connection points is not included in this proposal.

Project Management

This project requires the combined efforts of several disciplines and significant input from the staff of the City of College Station. With this in mind, milestones as delineated on the attached schedule shall be created to keep the project moving forward. Additionally, to improve communications, bi-weekly in person meetings or virtual meetings will be scheduled to keep all team members engaged in the progress of the project.

After each design phase has been completed and city staff has reviewed all aspects of the design, a round table meeting will be held to ensure that all comments are understood and the direction is clearly defined prior to proceeding into the next design phase. These meetings will likely take one to two hours and should include all stakeholders in the project.

Conceptual Design Phase (30%):

Upon receiving a written Notice to Proceed, Mitchell & Morgan, LLP will commence Conceptual Design Phase services. This phase will include the following items described below:

Topographical Surveying/Geotechnical Investigation/Tree Inventory

The survey, geotechnical investigation, and tree inventory will be completed during this phase.

Deliverables

The Conceptual Design documents will include survey, geotechnical reports, a tree inventory, and core samples of the courts to determine the slab integrity in proximity to the existing trees. This investigation is desired to understand if the trees have contributed to the pavement distress.

This phase will include a site layout of the courts at each park, along with a design narrative discussing all aspects (slab design, utilities, drainage, lighting, landscaping) of the design and a discussion of the core samples and recommendations based upon those results.

Mitchell & Morgan, LLP will provide the City with PDF files (electronic submission only) of the Conceptual Design Documents to review. This phase shall be completed within Sixty (60) calendar days after receiving a Notice to Proceed to commence this phase of design.

Preliminary Design Phase (60%):

Upon receiving a written Notice to Proceed, Mitchell & Morgan, LLP will develop Preliminary Design drawings. This phase is also called 60% Phase, as the design shall not be complete but shall be sufficient for the City departments to review and provide input on the design. This phase will include the following items described below:

Deliverables

These Preliminary Design documents will include preliminary engineering drawings for the tennis courts, utility, pavement, drainage, lighting, minor landscaping, and opinions of probable construction costs based upon the comments received from the review of the conceptual plans and narrative.

Mitchell & Morgan, LLP will provide the City with PDF files (electronic submission only) of the Preliminary Design Documents to review. This phase shall be completed within Fifty (50) calendar days after receiving a Notice to Proceed to commence this phase of design.

Final Design Phase (90%)

Upon receiving a written Notice to Proceed, Mitchell & Morgan, LLP will develop Final Design drawings for the Tennis Courts at Bee Creek and Central Parks based upon City comments received during the Preliminary Design phase. These construction drawings will include final design for the tennis courts, utility, pavement, drainage, lighting, minor landscaping, and final engineer's estimates. This phase shall be completed within Forty (40) calendar days after receiving a Notice to proceed to commence this phase of design.

Final Bid Document Preparation

Upon receiving a written Notice to Proceed, Mitchell & Morgan, LLP will provide the City of College Station with electronic final construction drawings and specifications sufficient for public bidding. These documents will include:

- Final Plans
- Final Specifications
- Bid Proposal
- Special Conditions
- Estimate of construction costs based upon the final construction drawings.

This phase shall be completed within thirty (30) calendar days after receiving a Notice to proceed to commence this phase of design.

Bid Preparation and Evaluation

We understand that there will be NO bid preparation and evaluation as part of this project.

Construction Phase

Construction phase services have been included in the scope of this project.

Payment and Schedule Terms

Payment is a fixed fee based upon the above scope of services. Payments will be made on a monthly basis based upon the services completed during that month. The basic services fees are as outlined in *Attachment A*. The schedule is outlined in *Attachment B*.

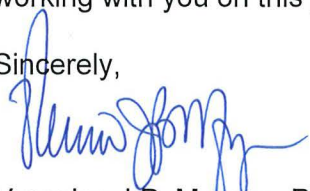
If there are other services that you desire, we will provide those services on an hourly basis at the rates described below.

Hourly Rates:

Sr. Professional Engineer – Project Coordination.....	\$185/hr
Principal Design Engineer.....	\$175/hr
Sr. Professional Design Engineer	\$140/hr
Jr. Professional Design Engineer	\$125/hr
Staff Planner	\$100/hr
Project Manager.....	\$100/hr
GIS Technician	\$90/hr
Civil Designer.....	\$90/hr
Sr. EIT	\$90/hr
Jr. EIT	\$80/hr
Drafter	\$75/hr
Administrative	\$65/hr

Services not utilized will not be billed. If you would like us to add services other than those listed, they may be added at the above listed hourly rates. Mitchell & Morgan, LLP will work diligently to provide these services in a timely manner and will begin work immediately upon a Notice to Proceed. Please let us know if you have any questions or comments. We really look forward to working with you on this project.

Sincerely,



Veronica J.B. Morgan, PE, CFM
Managing Partner

cc: file

Attachments:

Attachment A – Fees
Attachment B – Schedule

Attachment A
Fees
Tennis Courts at Bee Creek and Central Parks Project
Conceptual, Preliminary, Final Design, & Bid Documents Proposal

Project Task	Bee Creek Design Fee	Central Park Design Fee
Survey:	\$3,190	\$2,310
Geotechnical Investigation:	\$5,060	\$3,630
Structural Design:	\$13,640	\$9,680
MEP Design:	\$15,950	\$13,200
TAS Plan Review and Inspection:	\$646.25	\$646.25
Arborist Services	\$8,079.50	\$8,079.50
Civil Design:	\$45,000	\$35,000
Project Coordination / Administration:	\$5,500	\$5,500
Construction Material Testing	\$14,360.50	\$10,532.50
Total	\$111,426.25	\$88,578.25
OVERALL TOTAL	\$200,004.50	

Attachment B
Schedule
Tennis Courts at Bee Creek and Central Parks Project
Conceptual, Preliminary, Final Design, & Bid Documents Proposal

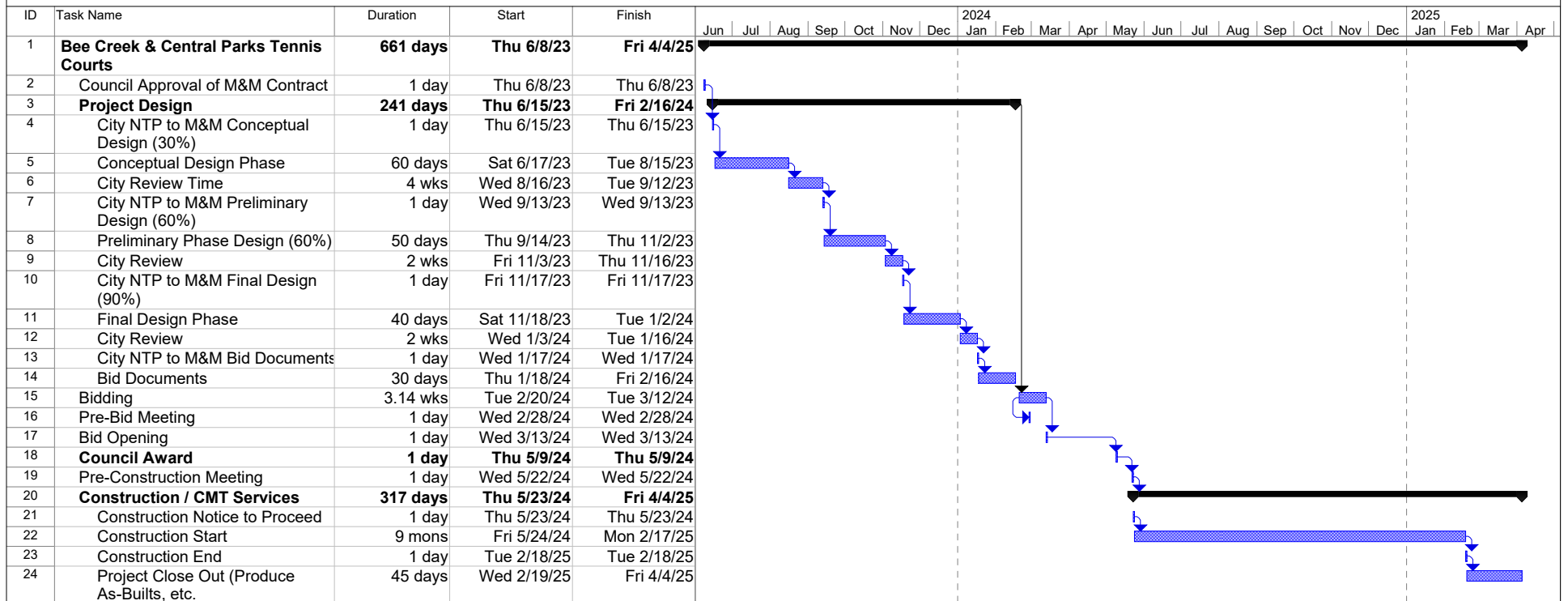
Project Task	Contract Duration (Calendar Days)
Conceptual Phase Design:	60 Days
Preliminary Phase Design:	50 Days
Final Design Phase Design:	40 Days
Bid Documents:	30 Days

**Actual Dates are Dependent on Notice to Proceed for each phase





Bee Creek & Central Park Tennis Courts Design & Construction Timeline



Project: Project1 Date: Fri 5/5/23	Task		External Tasks		Duration-only		External Tasks	
	Split		External Milestone		Manual Summary Rollup		External Milestone	
	Milestone		Inactive Milestone		Manual Summary		Progress	
	Summary		Inactive Summary		Start-only		Deadline	
	Project Summary		Manual Task		Finish-only			

EXHIBIT B
PAYMENT TERMS

☐ Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of _____ percent (____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$_____).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

☒ Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

See "Attachment A Fees" in attached proposal...

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Contract No. 23300524
A&E Professional Services with Construction
Form 12-15-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1900 West Loop South Suite 1600 Houston TX 77027	CONTACT NAME: Donna Ward PHONE (A/C, No, Ext): 281-655-6702 E-MAIL ADDRESS: Donna_Ward@ajg.com FAX (A/C, No): 281-655-6752														
INSURED Mitchell & Morgan, LLP 3204 Earl Rudder Fwy S College Station TX 77845	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : National Casualty Company</td><td>11991</td></tr><tr><td>INSURER B : Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER C : Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Casualty Company	11991	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : Charter Oak Fire Insurance Company	25615	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Charter Oak Fire Insurance Company	25615														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1362260140**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6806H611591	1/22/2023	1/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6806H611591	1/22/2023	1/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUP1005X588	1/22/2023	1/22/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB9J854080	1/22/2023	1/22/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Retro Date: 8/13/1999			JEO0001658	1/22/2023	1/22/2024	Per Claim \$1,000,000 Per Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract between the insured and the Certificate Holder, the following endorsements forms apply:

General Liability: Additional Insured Endorsement # CG D3 81 09 15
Waiver of Subrogation Endorsement # CG D3 79 01 16
Primary Non-Contributory Endorsement #CG T1 00 02 19

Umbrella: Additional Insured - Included (follows underlying insurance)
Waiver of Our Right to Recover From Others # UM 04 88 07 08
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
P.O. Box 9960
College Station TX 77842-9960

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Mitchell & Morgan, LLP 3204 Earl Rudder Fwy S College Station TX 77845
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Organization must be scheduled by Travelers
 Workers Compensation: Waiver of Subrogation Endorsement # WC 42 03 04B (12/20/2016) All Texas Operations

Additional Insured(s): City of College Station.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Broadened Named Insured</p> <p>B. Incidental Medical Malpractice</p> <p>C. Reasonable Force – Bodily Injury Or Property Damage</p> <p>D. Non-Owned Watercraft – Increased To Up To 75 feet</p> <p>E. Aircraft Chartered With Crew</p> <p>F. Damage To Premises Rented To You</p> <p>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</p> <p>H. Medical Payments – Increased Limit</p> <p>I. Increased Supplementary Payments</p> <p>J. Additional Insured – Owner, Manager Or Lessor Of Premises</p> | <p>K. Additional Insured – Lessor Of Leased Equipment</p> <p>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</p> <p>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</p> <p>N. Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p>O. Knowledge And Notice Of Occurrence Or Offense</p> <p>P. Unintentional Omission</p> <p>Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract</p> <p>R. Amended Insured Contract Definition – Railroad Easement</p> |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above

does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the

insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge;

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge;

3. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with crew to any insured;

- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

F. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from such fire, explosion, or lightning; or
 - (5) Water,
- is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion a., **Knowing Violation Of Rights Of Another**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an

insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is

committed, after you have signed that written contract; and

- b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and
- b. The insurance provided to such equipment lessor does not apply:
 - (1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- (2) "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II – WHO IS AN INSURED:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim Or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
 that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or

health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT

The following is added to Paragraph 8., **Transfer of Rights of Recovery Against Others to Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

R. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of SECTION IV – **CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization

☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: ALL TEXAS OPERATIONS
3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 01/22/2018 at 12:01 a.m. standard time, forms a part of:

Policy No. UB9J854080 Travelers Casualty Insurance Co of America effective on 1/22/2023

Issued to: MITCHELL AND MORGAN LLP

Premium: \$1,866.00

NCCI Carrier Code: 29939



Authorized Representative

12/20/2016



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$1,700,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 12th DAY OF June, 2023.

John Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, appearing to be 'J. K.', is written over a horizontal line.

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

Exhibit "A"

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

Bee Creek Park and Central Park Tennis Court Replacement (\$1,700,000)

The project will reconstruct the Bee Creek Park and Central Park tennis courts with new playing surfaces, court lighting, fencing, netting, and windscreens.

The project was approved via the City of College Station's November 2022 General Obligation Bond Election. This project was approved as part of Proposition D.





June 12, 2023
Item No. 9.10.
2022 Bond Project: Bachmann Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with Burditt Land|Place, not to exceed \$674,415 for design services for Bachmann Little League and Senior League Buildings and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval and award of the professional services contract with The Burditt Land|Place for architectural, civil, structural, mechanical, and plumbing engineering services, including schematic design, design development, construction documents, bidding documents, and construction observation and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The Bachmann Little League and Senior League Buildings Project was one of the 2022 Bond projects that was approved by the voters at the November 8, 2022 bond election. A Request for Qualifications (RFQ) was composed shortly afterwards and sent out on January 2, 2023. On January 31, 2023, eight (8) submissions of qualifications were received. A panel of City employees were assembled to review all eight submissions. Evaluations were completed during February. In March, the two highest ranking design firms were interviewed. Burditt Land|Place was selected. A scoping meeting was held with a final proposal for design received in May.

The proposed professional services contract will include schematic, design data collection and analysis, capital cost estimates, design development, final design and documentation, bidding, and construction services for the new Little League and Senior League Buildings at Bachmann Park.

Budget & Financial Summary:

Budget in the amount of \$7,000,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$2,575 has been expended or committed to date, leaving a balance of \$6,997,425 for this design contract and future costs. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:

1. Bachmann PK2304 DRR 6.12.23
2. Bachmann Design Contract with Burditt

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$7,000,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 12th DAY OF June, 2023.

John Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, appearing to be 'J. K.', is written over a horizontal line.

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

Exhibit "A"

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

Bachmann Little League and Senior League/Soccer Buildings (\$7,000,000)

Existing restroom and storage facilities servicing the Bachmann Senior League/Soccer Fields and Bachmann Little League Fields were constructed in 1984 and 1994. The project will demolish the existing structures and build new facilities with expanded restrooms, concessions areas, and storage for user groups.

The project was approved via the City of College Station's November 2022 General Obligation Bond Election. This project was approved as part of Proposition D.



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300310 PROJECT#: PK2304 BID/RFP/RFQ#: RFQ23-010

Project Name / Contract Description: Bachmann Park Senior and Little League/ Soccer Buildings
A/E contract for Bachmann Park

Name of Contractor: Burditt Consultants, LLC

CONTRACT TOTAL VALUE: \$ 674,415.00

Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Consultant picked as best response to RFQ-23-010 from 8 responses received.

PK2304 - Design - GO2023

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 6/12/2023 **Agenda Item No*:**

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RU **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

5/23/2023
DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

DATE

MAYOR (if applicable)

DATE

N/A

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

**CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **Burditt Consultants, LLC**, a Texas corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):

College Station Bachmann Park Design

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Six Hundred Seventy-Four Thousand Four Hundred Fifteen and 00 /100 Dollars (\$674,415.00).

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: 77 calendar days after the authorization to commence planning.
- (b) Preliminary Design: 112 calendar days after authorization to commence PPD.
- (c) Final Design: 147 calendar days after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date:

July 31st, 2024

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has control shall not be exceeded without written approval from the City. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described herein are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would

sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

- (2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, fail, or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$5,625,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary

Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon

request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or

deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the

City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials,

equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

- (a)** To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.
- (b)** To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

- (c) **Consultant shall procure liability insurance covering its obligations under this section.**
- (d) **It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI INSURANCE

11.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below.

During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section:

11.02 Types. Consultant shall have the following types of insurance:

- (a) **Commercial General Liability.**
- (b) **Business Automobile Liability.**

- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The workers' compensation/Employer's Liability insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is required.
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. **Definitions:**

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

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

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

- ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the

coverage period shown on the current certificate of coverage ends during the duration of the project.

- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - A. a certificate of coverage, prior to the other person beginning work on the project; and
 - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE XII

USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both

prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The

City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of College Station

Attn: Rusty Warncke

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

rwarncke@cstx.gov

Burditt Consultants, LLC

Attn: Charles Burditt

105 N. Main Street, Ste. 123

Bryan, TX 77803

936-756-3041

cburditt@burditt.com

14.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.04 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

14.06 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

14.07 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

14.08 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.10 This Contract goes into effect when duly approved by all the parties hereto.

14.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

14.12 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Contract.

14.13 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A.** Scope of Services
- B.** Payment Schedule
- C** Certificates of Insurance

BURDITT CONSULTANTS, LLC

By: Shane Howard

Printed Name: Shane Howard

Title: Sr Vice President

Date: 5/23/2023

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

See attached proposal...

Exhibit A SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City requires park design renovations for two existing structures adjacent to the Little League and Senior League baseball fields at Bachmann Park facilities located at 1600 Rock Prairie Road in College Station, Texas. The intent of the design is to provide two new buildings that will house restrooms, concessions, an official's room, and additional storage for staff and all users of the facility.

The Project Program for the park should include at a minimum:

- Two new multi-use facilities at the Little League and Senior League Baseball Fields
- New buildings will provide for:
 - Expanded restrooms
 - Expanded concessions
 - Umpire/Officials Room
 - Complex Storage for Facility and Staff Use
- Preliminary phased demolition and staged construction exhibits, to allow for existing facilities to be utilized during league play. Final staging and construction phasing plans to be submitted for review by the awarded Contractor.
- Pending Review and confirmation of the Bond requirements and Probable Costs of the minimum required program listed above, the following items may also be reviewed for consideration and incorporation into the Project Scope at the City's discretion:
 - Consideration of vehicular circulation, loading and unloading at each complex, and potential renovation and redesign of parking as appropriate and feasible given Project Budget
 - Consider renovation and redesign of parking and user drop-off/pick up lanes
 - Early assessment of Opinion of Probable Costs (OPC) from which to make decisions on contemplated building improvements
 - Assessment of ancillary ballfield improvements (fencing, field lighting, dugouts, etc., along with Opinion of Probable Costs (OPC) that may be used for Add-Alternates as feasible given Project Budget
 - Consideration of expanded site improvements that provide enhancement of the existing soccer complex (i.e., shade covering, restrooms, water fountains, bleacher seating, etc.) along with Opinion of Probable Costs (OPC) that may be used for Add-Alternates as feasible given Project Budget
 - Conceptual Design of feature monument dedication to Officer Brian Bachmann

The project scope and fee proposal is based on delivering full design of the Project. Appropriate project delivery and potential alternates will be collaboratively identified with the City during design.

The City is hiring Consultant to provide design services to be performed in two (2) Phases:

I. Phase I – Preliminary Design

- A. Schematic Design
- B. Design Data Collection & Analysis

C. Capital Cost Estimate

II. Phase II – Final Design

- A. Design Development
- B. Construction Documents
- C. Bidding Support & Construction Phase Services

The following Scope of Services exclusively addresses each Phase of the project for both Basic and Additional Services required to complete the project.

SERVICES GENERALLY:

1. **Basic Services** includes the following technical, consulting, and design disciplines which are included in the Basic Services Fee as depicted in the Fee section of this proposal:
 - a. Site & Project Planning
 - b. Architectural Design
 - c. Landscape Architectural Design Elements
 - Planting
 - Hardscape
 - Irrigation
 - Wayfinding Sign layout and details
 - d. Civil Engineering Design
 - e. Structural Engineering Design
 - f. MEP Engineering Design

Any services not listed above or changes to the Scope of Services will be treated as Supplemental or Additional Services.

2. **Supplemental Services** include certain project requirements necessary for the fulfillment of the Basic Services, but which are treated separately from Basic Services due to unique need, timing, scope, and/or cost which are indeterminable at the outset of the project until several preliminary design matters are determined.

Any of these services which the City determines should be addressed as Supplemental Services by Burditt will be followed by formal proposals from subconsultants to be approved by the City with costs reimbursed to Burditt plus applicable administrative markup fees.

A separate budget is established in the Fee section as a limit for which any required and approved Supplemental Services will draw down from that limit.

For this project, the potential supplemental project requirements potentially anticipated to include:

a. Surveying Services

- 1) Surveying by a licensed surveyor (metes & bounds, easements, utilities, existing improvements, trees required by ordinance, topography, etc.)

b. Geotechnical Engineering Services

- 1) Geotechnical engineering report with soil borings

c. Asbestos Survey & Report per Texas Department of State Health Services (TDSHS)

- 1) Prior to demolition, an asbestos survey of a public building must be performed in accordance with the Texas Asbestos Health Protection Rules (TAHPR) by a licensed asbestos inspector.
- 2) Does not include any Asbestos Containing Materials (ACM) abatement or removal services.

d. Registered Accessibility Specialist (RAS) Review & TDLR Registration

- 1) RAS review of drawings, final inspection at substantial completion

e. Telecommunications, Audio/Video (AV), and Electronic Security Design

- 1) Turn-key drawings, details, and specifications related to applicable Structured Cabling Design, AV (PA system) design, Security Cameras, Access Control, and/or Intrusion Detection systems.
- 2) Coordination of Division 26 Electrical Infrastructure (Power, Conduit, Pull-string, and Back-Boxes) with City's IT Department for items listed above is included in Basic Services.

3. **Additional Services** include, but are not limited to, any changes due to revisions in the base data relating to this matter, additional design changes following earlier approval by the City, and any other services requested by the City or previously not contemplated in the services defined under Basic or Supplemental Services.

Substantive changes or increases to the Project Scope and Program beyond those identified in Project Understanding and Scope of Basic Services may be considered Additional Services and require mutually agreed upon fee adjustments.

Additional Services will be undertaken only with prior written authorization from the City.

Additional Services also include the following specialties as they are uniquely determined by individual project needs in highly specific circumstances and not contemplated in Basic Services Fees:

- a. Environmental & Archaeological Assessments
- b. Cost Recovery Analysis
- c. Life Cycle Cost Analysis
- d. Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements.
- e. Fast-Track Design/Project Delivery Services
- f. Re-design of major design components of project after receipt of prior Owner Approval
- g. Commercial Food Service Design (equipment infrastructure included in basic services)
- h. Fire Suppression System Design (Performance Specification will be provided if required by Code)
- i. Lightning Protection Design (Code-required lightning protection will be included in Basic Services)
- j. Emergency Power Generation Systems/Design
- k. Construction Materials Testing

- l. As-Built Plans or Record Drawings
- m. Measured Drawings of Existing Facilities
- n. Existing Facilities Survey/3D Scanning
- o. LEED Design or Application/Audit.
- p. Building Information Models for post construction use
- q. Commissioning
- r. Fire Hydrant Flow Test for Fire Suppression and/or Fire Suppression Plumbing Design (Connections & interfaces included in Basic Services)

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PROJECT SPECIFIC SCOPE OF SERVICES

PHASE I – PRELIMINARY DESIGN

A. Schematic Design

1. Meetings with City to coordinate design intention based on approved site renovation Master Plan which will include approaches for a fully constructed as well as phased approach project, civil improvements, Consultant team member roles.
2. Design Site Plan for buildings in accordance with City's Program instructions.
3. Design in accordance with College Station's Code of Ordinances, and any other applicable regulatory requirements.
4. Research preliminary site issues regarding general topography, accessibility, drainage, and general suitability for project use.
5. Coordination with any relevant regulatory or jurisdictional entities affecting the site, associated roadways, and/or other issues related to drainage, transportation, or other relevant subjects.
6. Schematic Design will also include civil engineering schematic design including, but not limited to, general estimates of water and wastewater demands for the project intentions, parking adjustments, utilities and other relevant factors related to the potential programs on the site.
7. Meet with City as necessary to review concepts.
8. Present City with initial Opinion of Probable Cost (OPC).
9. Present 1-2 concepts to City-selected stakeholders for feedback.
10. Secure interim approval of a Preliminary Schematic Design and Cost Estimate.
11. Revise and present to relevant stakeholders the Preliminary Schematic Design and Cost Estimate for a fully constructed Project.
12. Secure City approval of a final Schematic Design and Cost Estimate to update the design budget for development of construction documentation for Phase II – Final Design.

B. Design Data Collection & Analysis

1. Conduct geotechnical investigation and report for the site. This may be delayed pending demolition of existing facilities or segmented into multiple pieces in later stages of the Pre-Design or Design process. (Supplemental Service).
2. Surveying by a licensed surveyor (metes & bounds, easements, utilities, existing improvements, topography, etc.) (Supplemental Service).

C. Capital Cost Estimate

1. Prepare updated capital cost estimate for approval by the City

D. Preliminary Design Deliverables:

1. City-approved Schematic Design
2. Cost Estimate for City Approval
3. Presentations and meetings as required by the City for communication of the Schematic Design
4. City will approve a design budget for use in Phase II-Final Design

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PHASE II – FINAL DESIGN

A. Design Development (DD)

1. Proceed with Design Development services (Architecture, Civil Engineering, Structural Engineering, MEP Engineering, Landscape Architecture, and Irrigation) to further develop staff- approved Final Schematic Design to prepare Design Development Drawings.
2. Prepare Preliminary Civil Engineering, Structural Engineering, MEP Engineering, Architecture, Landscape Architecture Drawings and Irrigation Design Development Drawings.
3. Facilitate a pre-development meeting with the City staff to confirm relevant development, code requirements, including fire lane access requirements, tree planting or preservation requirements, driveway access, etc.
4. Prepare Draft/Outline Specifications which include but are not limited to site and civil elements, lighting/plumbing fixtures, HVAC systems, door hardware/ card reader requirements exterior/interior finishes, equipment, and built-in furnishings for review and approval by City staff.
5. Coordinate with Lighting Vendor to develop re-lamping plan for ballfields to include cost estimates.
6. Meet with key City staff to review Design Development drawings and Outline Specifications at regular intervals (e.g. 50%, 90%, 100%).
7. Coordinate with City IT (technology) staff to provide conduit, power, and data and security infrastructure in Drawings including camera and data drop conduits as required for City provided/procured Structured Cabling/Communications, Audio/Video, and Electronic Security systems.
8. Revise drawings, details, Outline Specifications, and updated OPC as applicable.
9. Develop select renderings and material palettes to best communicate design intent to City's intended audiences
10. Present Final Design Development Drawings, Outline Specifications, and updated OPC.
11. Upon approval of Design Development Phase and OPC by City, proceed with Construction Document Phase.

B. Construction Documents (CD)

1. Revise and update Design Development drawings from Architect, Civil/MEP/Structural Engineers, Landscape Architect, Licensed Irrigation Designer, as required to prepare Construction Documents.

2. Review and develop bidding requirements (front end documents) with staff/team.
3. Conduct initial assessment and preliminary accessibility review discussions with Burditt's Architect and Registered Accessibility Specialist (RAS).
4. Review Construction Documents with the City at specific progress review milestones (e.g. 30%, 60%, 90%, and 100%) as approved by appropriate City staff members with professional oversight.
5. Update OPC at each progress review.
6. Produce Final Sealed Architecture Plans, Details and Specifications.
7. Produce Final Sealed Engineering (Civil, Structural, MEP) Plans, Details and Specifications.
8. Produce Final Sealed Landscape Architecture Plans, Details and Specifications.
9. Produce Final Sealed Irrigation Plans, Details and Specifications (if landscape and irrigation are to be included).
10. Produce final sealed construction project manuals for bidding, including but not limited to City provided front end docs, technical specifications, geo-tech report.
11. Submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS).
12. Submit construction documents to Authorities Having Jurisdiction (AHJ) for Permit Review and address any review comments (after final review with City).

C. Bidding Support and Construction Phase Services

Preparation of Bid Documents (Sealed Drawings and Project Manual), Bidding/Contract Award Management Support, and Construction Contract Administration services.

1. Prepare Project Manual (bidding requirements and specifications) and assist staff with Bidding, Requests for Information (RFI), and Addenda as required.
2. Prepare electronic copies of the Bid Documents for distribution to potential bidders.
3. Participate in mandatory pre-bid meeting with City staff to review project scope, instructions to bidders, bidding dates, and probable construction timelines/deadlines.
4. Respond to valid Requests for Information (RFI), questions from bidding contractors.
5. Prepare bid evaluation and provide contract award recommendations to City Staff.
6. Assist in coordination with the City and attend the Project Pre-Construction

Conference.

7. Attend scheduled construction progress meetings at regular intervals.
8. Provide Construction Observation reviews appropriate to the stage of construction to:
 - a) Become generally familiar and remain so with, and keep the City staff generally informed about, the progress and quality of the portion of the construction completed.
 - b) Make reasonable efforts to identify and document defects and deficiencies in the construction.
 - c) Determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the plans and specifications.
 - d) Notify the City in writing of any observed substantial deviation from the plans and specifications that may prevent the facility from being occupied or utilized for its intended use.
9. Issue monthly Observation Reports to Contractor and City staff.
10. Review Change Orders and provide recommendations to address changed or unforeseeable conditions that may arise during construction.
11. Respond to contractors RFI's and Issue Architect's Supplemental Instructions (ASI) to modify the contract documents as required due to unforeseen conditions or demonstrably insufficient information to complete the Work.
12. Perform up to two (2) reviews of General Contractor Submittals per project specifications for conformance of information provided with the design intent of the Contract Documents, including shop drawings, product submittals, test results, and other submittals from vendors and contractors. Review of submittals shall not be for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
13. Perform Preliminary Completion review of the project to prepare punch list items for full and final completion.
14. Submit Final Completion Report to Contractor and City staff.
15. Review and certify construction progress Pay Applications as submitted by Contractor.
16. Communicate and direct contractor to prepare and deliver as-built drawings, specifications, and other Close-out documents per General Requirements.
17. Review Contractor provided as-built drawings and specifications and Close-out

documents. Submit final Close-out documents to City and Contractor.

18. Coordinate Registered Accessibility Specialist (RAS) inspection for obtaining Certificate of Substantial Compliance (TAS 2012).
19. Conduct Final Completion Observation and Closeout; develop and deliver final report to City staff.
20. Walk through the project with Contractor and City staff approximately 11 months after the date of Final Completion, to review relevant warranty issues within the contract scope to be corrected by the Contractor.

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Exhibit B

FEE PROPOSAL

Based on the proposed Scope of Services (Exhibit A) and general program as currently understood, we propose the following lump sum fees:

I. METHODOLOGY

a. Fee Components–

This Fee Proposal includes a mix of components comprising a total fee to include Basic Services, Supplemental Services, and Additional Services.

1. **Basic Services** includes those disciplines typically required for development of plans and construction documents for most architectural design projects. These services also include requested consulting and public engagement tasks required for this specific project. These include:
 - a. Site & Project Planning
 - b. Architectural Design
 - c. Landscape Architectural Design Elements
 - Planting
 - Hardscape
 - Irrigation
 - Wayfinding Sign layout and details
 - d. Civil Engineering Design
 - e. Structural Engineering Design
 - f. MEP Engineering Design

Any services not listed above or changes to the Scope of Services will be treated as Additional or Supplemental Services.

2. **Supplemental Services** include certain project requirements potentially necessary for the fulfillment of the Basic Services, but which are treated separately from Basic Services due to unknown need, quantities, timing, scope, and/or cost which are often indeterminable at the outset of the project until several preliminary design matters are determined.

Such requirements will be determined collaboratively between the City and Burditt throughout the project duration. Any of these services which the City determines should be addressed as Supplemental Services by Burditt will be followed by formal proposals from subconsultants to be approved by the City with costs reimbursed to Burditt plus applicable administrative markup fees.

A separate time and materials budget is established in Section II.C of this Fee proposal as a limit for which any required and approved Supplemental Services will draw down from that limit. No Supplemental Service shall be secured without approval by the City of a subconsultant proposal.

For this project, the potential supplemental project requirements are anticipated to include:

a. Surveying Services

- 1) Surveying by a licensed surveyor (metes & bounds, easements, utilities, existing improvements, topography, etc.)

b. Geotechnical Engineering Services

- 1) Geotechnical engineering report with soil borings.

c. Asbestos Survey & Report per Texas Department of State Health Services (TDSHS)

- 1) Prior to demolition, an asbestos survey of a public building must be performed in accordance with the Texas Asbestos Health Protection Rules (TAHPR) by a licensed asbestos inspector.
- 2) Does not include any Asbestos Containing Materials (ACM) abatement or removal services.

d. Registered Accessibility Specialist (RAS) Review & Registration

- 1) RAS review of drawings

e. Telecommunications, Audio/Video (AV), and Electronic Security Design

- 1) Turn-key drawings, details, and specifications related to applicable Structured Cabling Design, AV (PA system) design, Security Cameras, Access Control, and/or Intrusion Detection systems.
- 2) Coordination of Division 26 Electrical Infrastructure (Power, Conduit, Pull-string, and Back-Boxes) with City's IT Department for items listed above is included in Basic Services.

3. **Additional Services** include, but are not limited to, any changes due to revisions in the base data relating to this matter, additional design changes following approval by the City, and any other services requested by the City or previously not contemplated in the services defined under Basic or Supplemental Services.

Substantive changes or increases to the Project Scope and Program beyond those identified in Project Understanding and Scope of Basic Services may be considered Additional Services and require mutually agreed upon fee adjustments.

Additional services will be undertaken only with prior written authorization from the City. No Additional Services are anticipated for this project at this time.

b. Fee Determination & Invoicing

1. **Basic Services** will be conducted on a lump sum, fixed fee basis. Invoicing will be conducted monthly as a percentage of work complete for each of the Phase tasks.
2. **Supplemental Services** will be conducted on a cost-incurred basis determined by the actual cost of selected subconsultants for specific work mutually decided between Consultant and the City. Invoicing will be conducted monthly as the

Consultant receives billing from subconsultants and shall include the cost of the work plus an administrative markup fee of 10%. Copies of subconsultant invoices shall be provided to the City with Consultant's invoice.

3. **Additional Services**, as required, will be conducted on a time and materials basis per Consultant's Hourly Rate Sheet (Exhibit 1A). Invoicing will be conducted monthly contemplating any time and costs incurred by the Consultant for the previous month. Any materials costs or expenses relevant to Additional Services will include a 10% administrative markup.
4. **Reimbursable Expenses**, including the cost of travel, print production, and all other necessary costs will not be charged to the City and are already assumed within the Basic Services Fee.

II. FEES:

Total Fee – Maximum Total Fees for Basic and Supplemental Services in all phases shall not exceed **\$674,415** unless City requests substantial program or design changes.

If the City requests substantial changes to scope or program resulting in an increased level of effort by the Consultant, design fees for the affected phases/tasks will be adjusted accordingly on a proportional basis for affected tasks.

The Consultant will pay for appropriate subconsultant disciplines for Basic Services from the fee amounts paid by the City. Only Supplemental Services will be addressed separately and in conjunction with approval by the City.

A. Basic Services Fee -

Fixed Fee / Lump Sum amounts are billed according to the percentage of completion of each phase task as depicted below. The following fee schedule is provided based upon the current program requirements:

1. Phase I – Preliminary Design

a. Schematic Design (20% of Phase I-II Fee)	<u>\$122,883</u>
Total Phase I Fee	\$122,883

2. Phase II – Final Design

a. Design Development (20% of Phase I-II Fee)	\$122,883
b. Construction Documents (35% of Phase I-II Fee)	\$215,045
c. Bidding Support (1.8% of Phase I-II Fee)	\$ 10,721
d. Construction Administration (20% of Phase I-II Fee)	<u>\$122,883</u>
Total Phase II Fee	\$471,532

B. Supplemental Services Fee Budget –

- A budget to not exceed **\$80,000** is established for any Supplemental Services approved by the City

- Any anticipated Supplemental Services will be discussed with the City and followed by a scope and cost proposal from the proposed subconsultant. This proposal will be submitted to the City for approval prior to engaging the subconsultant.
- No Supplemental Service cost will be invoiced to the City without prior approval for engagement of the subconsultant
- Billed monthly on an actual cost incurred basis plus 10% administrative markup

The following individual Supplemental Services amounts are scheduled to not exceed the costs in the following budget (includes 10% markup costs):

1. Surveying Services	\$30,000
2. Geotechnical Services	\$20,000
3. RAS Review & Registration	\$3,000
4. Telecom/AV/ES Design	<u>\$27,000</u>
Total Supplemental Services Budget	\$80,000

C. Additional Services Fee -

- Time and Materials basis plus 10% administrative markup
- No Additional Services are anticipated

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EXHIBIT C
BURDITT CONSULTANTS, LLC 2023 HOURLY RATES

HOURLY RATES APPLY ONLY TO ADDITIONAL SERVICES OR FOR REQUESTS MADE OUTSIDE OF BASIC SERVICES.

Professional Services requested and approved by Client shall be provided at the following rates:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$225
Program Manager	\$200
Project Manager	\$175
Project Architect/Landscape Architect	\$160
Senior Planner	\$160
Senior Urban Forester	\$160
Wetland Scientist	\$150
Natural Resource Planner/Forester	\$150
Planning Associate	\$150
Licensed Irrigator	\$150
Geographic Information Systems (GIS) Planner	\$135
Architecture/Landscape Architecture Associate	\$115
CAD Designer II	\$ 90
CAD Designer I	\$ 80
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due 30 days from receipt. Interest at the rate of 1.5 % per month will be charged on all accounts not paid by the 30th day following the billing date. Necessary sub- consultants not currently required by project authorized and approved by Client shall be invoiced at cost plus ten percent (10%).

PROJECT SCHEDULE - TASKS

Updated:

4-May-23

<u>Key Activities</u>	<u>Responsible Party</u>	<u>Duration (wks)</u>	<u>Due NLT</u>	<u>Status</u>
Contract Award	City	-	31-May-23	Pending Review/Council
Phase I-Schematic Design Kickoff	Burditt/City	-	30-May-23	
Initiate Geotech, Topo Survey, & Replat	Burditt	-	2-Jun-23	
Deliver Preliminary Schematic Design & OPC to City for Review & Comment	Burditt	6 wks	11-Jul-23	
Receive Geotech Report, Topo Survey	Burditt	8 wks	28-Jul-23	
City Comments (Preliminary Schematic Design) Transmitted to Burditt	City	2 wks	25-Jul-23	
Deliver Final Schematic Design & OPC to City for Approval	Burditt	11 wks	12-Aug-23	Total Duration for SD
Phase II - Design Development Kickoff	Burditt/City	-	15-Aug-23	
Deliver 50% DD Documents to City for Review & Comment	Burditt	5 wks	15-Sep-23	
City Comments (50% DD) to Burditt	City	2 wks	29-Sep-23	
Deliver 90% DD Documents to City for Review & Comment	Burditt	5 wks	20-Oct-23	
City Comments (90% DD) to Burditt	City	2 wks	3-Nov-23	
Deliver 100% DD Documents to City for Review & Comment	Burditt	3 wks	10-Nov-23	
City Comments (100% DD) to Burditt	City	4 wks	1-Dec-23	
DD Phase Complete	Burditt	16 wks	1-Dec-23	Total Duration for DD
Phase III - Construction Document Kickoff	Burditt/City	-	4-Dec-23	
Deliver 30% CD Documents to City for Review & Comment	Burditt	6 wks	12-Jan-24	
City Comments (30% CD) to Burditt	City	2 wks	26-Jan-24	
Deliver 60% CD Documents to City for Review & Comment	Burditt	4 wks	9-Feb-24	
City Comments (60% CD) to Burditt	City	2 wks	23-Feb-24	
Deliver 90% CD Documents to City for Review & Comment	Burditt	4 wks	8-Mar-24	
City Comments (90% CD) to Burditt	City	2 wks	22-Mar-24	
Deliver 100% CD Documents to City for Review & Comment	Burditt	5 wks	12-Apr-24	
City Comments (100% CD) to Burditt & Issue for Permit	City	2 wks	26-Apr-24	
CD Phase Complete	Burditt	21 wks	26-Apr-24	Total Duration for CD
Phase IV - Bidding Support Kickoff	City/Burditt	-	26-Apr-24	
Deliver Project Manual to City for Review & Comment	Burditt	0 wks	26-Apr-24	
City Comments (Project Manual) to Burditt	City	1 wks	3-May-24	
Advertise Bid Package	City	-	10-May-24	
Conduct Pre-Bid Mtg	City/Burditt	-	17-May-24	
Receive Bids	City	3 wks	31-May-24	
Evaluate Bids & Make Recommendations to City	Burditt	1 wks	7-Jun-24	
Select Contractor	City	2 wks	21-Jun-24	
Approve Construction Contract	City	4 wks	19-Jul-24	
Construction Contract NTP	City	1 wks	26-Jul-24	
Bidding Support Phase Complete	City/Burditt	13 wks	26-Jul-24	Total Duration for Bidding

EXHIBIT B
PAYMENT TERMS

☐ Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of _____ percent (____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$_____).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

☒ Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

See attached proposal...

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Contract No. 23300310
A&E Professional Services with Construction
Form 12-15-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	CONTACT NAME: Candi Carpenter PHONE (A/C, No, Ext): 713-552-1900 E-MAIL ADDRESS: ccarpenter@risksspecialtygroup.com	FAX (A/C, No): 713-513-5411
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : RLI Insurance Company		13056
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 561551065 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			PSB0002064	3/13/2023	3/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PSA0001700	3/13/2023	3/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			PSE0001573	3/13/2023	3/13/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002449	3/13/2023	3/13/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (claims made) Retro Date: 1/1/1979			RDP0048443	9/19/2022	9/19/2023	Each Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured on General Liability & Automobile and provided with waivers of subrogation in their favor on General Liability, Workers Compensation & Automobile when required by written contract. Umbrella follows form. The policies are primary and noncontributory when required by written contract. 30 Days notice of cancellation is provided.

CERTIFICATE HOLDER

CANCELLATION

City of College Station
Capital Projects
P.O. Box 9960
College Station TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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June 12, 2023
Item No. 9.11.
2022 Bond: Central Park Ops Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with The Arkitex Studio, Inc., not to exceed \$477,000 for design services for the Operations Shop at Central Park and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval and award of the professional services contract with The Arkitex Studio, Inc. for architectural, civil, structural, mechanical, and plumbing engineering services, including schematic design, design development, construction documents, bidding documents, and construction observation and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The Central Park Operations Shop Project was one of the 2022 Bond projects that was approved by the voters at the November 8, 2022 bond election. A Request for Qualifications (RFQ) was composed shortly afterwards and sent out on January 2, 2023. On January 30, 2023, fourteen (14) submissions of qualifications were received. A panel of City employees were assembled to review all eight submissions. Evaluations were completed in February. The Arkitex Studio, Inc. was selected. A scoping meeting was held with a final proposal for design received in May.

The proposed professional services contract will include project evaluation, conceptual design, design development, final design and documentation, bidding, and construction services for the new Central Park Operations Shop.

Budget & Financial Summary:

Budget in the amount of \$7,400,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$2,532 has been expended or committed to date, leaving a balance of \$7,397,468 for this design contract and future costs. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:

1. Central Park Operations Shop Design Contract
2. Center Park Ops Shop PK2309 DRR 6.12.23



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300309 PROJECT#: PK2309 BID/RFP/RFQ#: RFQ23-009

Project Name / Contract Description: Central Park Operations Shop
A/E Contract for Design

Name of Contractor: The Arkitex Studio, Inc

CONTRACT TOTAL VALUE: \$ 477,000.00

Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # N/A ☐ CHANGE ORDER # N/A ☐ OTHER N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Design Engineer chosen as best response to RFQ-23-009 from 14 responses received.

PK2309 - GO2023 Design

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 6/12/2023 Agenda Item No*:

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RY Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

5/23/2023
DATE

Jim Smith
ASST CITY MGR – CFO

5/24/2023
DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **The Arkitex Studio, Inc.**, a Texas corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):

College Station Central Park Operations Building Design.

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Four Hundred Seventy-Seven Thousand and 00 /100 Dollars (\$477,000.00).

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: 63 calendar days after the authorization to commence planning.
- (b) Preliminary Design: 42 calendar days after authorization to commence PPD.
- (c) Final Design: 77 calendar days after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date:

May 31st, 2024

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has control shall not be exceeded without written approval from the City. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described herein are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would

sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

- (2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, fail, or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$5,800,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary

Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon

request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or

deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the

City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials,

equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

- (a)** To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.
- (b)** To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

- (c) **Consultant shall procure liability insurance covering its obligations under this section.**
- (d) **It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI INSURANCE

11.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below.

During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section:

11.02 Types. Consultant shall have the following types of insurance:

- (a) **Commercial General Liability.**
- (b) **Business Automobile Liability.**

- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The workers' compensation/Employer's Liability insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is required.
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. Definitions:

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

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

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

- ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the

coverage period shown on the current certificate of coverage ends during the duration of the project.

- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - A. a certificate of coverage, prior to the other person beginning work on the project; and
 - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE XII USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both

prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The

City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of College Station

Attn: Rusty Warncke

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

rwarncke@cstx.gov

The Arkitex Studio, Inc.

Attn: Michael Record

308 N. Bryan Ave.

Bryan, TX 77803

979-821-8224

msr.arkitex.com

14.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.04 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

14.06 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

14.07 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

14.08 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.10 This Contract goes into effect when duly approved by all the parties hereto.

14.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

14.12 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Contract.

14.13 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A.** Scope of Services
- B.** Payment Schedule
- C** Certificates of Insurance

THE ARKITEX STUDIO, INC.

CITY OF COLLEGE STATION

By: Michael S. Record

Printed Name: Michael S. Record

Title: Principal

Date: 5/23/2023

By: _____

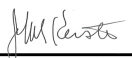
City Manager

Date: _____

APPROVED:

City Attorney

Date: _____



Assistant City Manager/CFO

Date: 5/24/2023

EXHIBIT A
SCOPE OF SERVICES

See attached proposal...

PROPOSAL

PROJECT: City of College Station Central Park Operations Building

April 17, 2023

The Arkitex Studio, Inc. is pleased to offer this proposal for Architectural services for the referenced project. Based on our conversations, the site visit and information provided, the following information is provided for your review:

Owner

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

Architect

The Arkitex Studio, Inc.
308 North Bryan Avenue
Bryan, Texas 77803

Project Description

The City of College Station will be replacing their existing Operations Building at Central Park. The new building will house the Forestry department and the Central Park "Park Ranger" employees. The full scope of the project is defined in the RFQ issued by the City and in the meeting notes dated March 28, 2023. The building will house offices, break room, general office storage, restrooms with showers, 8 drive-through work bays, fuel storage and pesticide storage rooms, and tool storage room. The building will also have storage above the office area. The project is to be enclosed with a security fence. The project will replace the existing building, entry drive, and lay-down area. The existing water service will not be sufficient for the new building. New water service is to be provided from Kenek Tap Road. The project budget is set at \$6.7 million. The construction budget is anticipated to be between \$5.7 and \$5.8 million. The overall project schedule is not known, but the design is to be completed by the end of the year. The general contractor for the project will be determined through the competitive sealed proposal process.

Scope of Services

The Architect shall provide Architectural, Structural, Mechanical/Electrical/Plumbing, and civil engineering Services. This includes Schematic Design "Conceptual Design", Design Development "Preliminary Design", Construction Documents "Final Design", Bidding/Negotiation/Permit and Construction Administration Services as defined in the City's contract "City of College Station Architects & Engineering Professional Services Contract with Construction". Specifications will be provided to accompany the construction drawings, for use in defining the nature of materials and quality. Interim progress sets will be provided for Owner review and approval at the end of each phase. After each phase review, written approval of the work will be required prior to proceeding to the next phase.

The design work requires the knowledge of the conditions of the selected site. This information shall be included in a survey and a geotechnical investigation report provided as part of these services.

Cost estimates are to be provided at the end of each design phase.

Terms and Conditions

Contract

Architecture/engineering services will be provided in accordance with the City of College Station's Architects & Engineering Professional Services Contract.

Standard of Care

The standard of care for architectural services provided under this agreement will be performed with the degree of skill and care ordinarily exercised by other members of the profession under similar circumstances, at the same time and in the same or a similar locale.

Hazardous Materials

The Client is responsible for all aspects concerning existing hazardous materials. Identification and



308 N. Bryan Ave.
Bryan, TX 77803
P(979)821-2635
F(979)775-8224
www.arkitex.com

PROPOSAL: City of College Station Central Park Operations

abatement of hazardous materials is not included in the Architect's scope of work.

Fee Proposal

We propose to provide architectural services for a fixed fee of \$477,000. The fee includes mechanical, electrical, plumbing engineering, services by Cleary Zimmerman Engineers, structural engineering services by Dudley Engineering, Civil Engineering by Kimley Horn and cost estimating by AG/CM. The fee is divided into the following percentages by phases:

Schematic Design	20%	\$95,400
Design Development	15%	\$71,550
Construction Documents	40%	\$190,800
Bid/Negotiation/Permit	5%	\$23,850
Construction Observation	20%	\$95,400

Reimbursable expenses are not included in this amount and will be invoiced at 1.15 times their actual expense incurred and will be justified by provision of records or receipts. Reimbursable expenses may include prints, copies, mileage/travel, survey, geotechnical report, and Texas Accessibility Standards drawing review and inspection. Reimbursable expense will not exceed \$2,500 without prior authorization in writing from the Owner.

Additional Services, for work beyond the original scope, shall be based on the hourly rates as set forth in the attached rate sheets for each discipline. Additional Services will not be performed without written approval between the Owner and Architect.

Invoices will be sent monthly, proportionate to the work accomplished, and are payable within 30 days of the date of invoice. If not paid within 30 days, unpaid balances will accrue interest at a rate of 10% per annum or 0.833 per month.

We are excited about the project and are prepared to begin the work within 2 weeks after receipt of the executed contract or authorization to proceed.

Respectfully submitted,



Michael S. Record, AIA
Principal

The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249A. The Texas Board of Architectural Examiners may be contacted using the following information: P.O. Box 12337, Austin, TX 78711-7337, or 333 Guadalupe, Suite 2-350, Austin TX 78701-3942, phone 512-305-9000 or on the web at www.tbae.state.tx.us.

HOURLY RATES

April 2022

The Arkitek Studio Inc. hourly rates are as follows:

Principal	\$200.00
Architect	\$180.00
Project Manager	\$150.00
Project Staff	\$100.00
Project Intern	\$ 80.00
Administrative Staff	\$ 80.00

Kimley Horn hourly rates are as follows:

Analyst	\$160 - \$275
Professional	\$230 - \$320
Senior Professional I	\$245 - \$390
Senior Professional II	\$350 - \$410
Senior Technical Support	\$165 - \$295
Support Staff	\$110 - \$155
Technical Support	\$100 - \$155

DUDLEY Engineering hourly rates are as follows:

Principal	\$275.00
Project Manager	\$225.00
Project Engineer	\$200.00
Technician/Inspector	\$150.00
Clerical:	\$ 120.00

Cleary Zimmerman Engineers hourly rates are as follows:

DESIGN	
Principal	\$275.00
Electrical Engineer	\$215.00
Technology Design Consultant	\$210.00
Mechanical Engineer	\$210.00
Mechanical Designer	\$165.00
Electrical Designer	\$175.00
Plumbing Designer	\$160.00
Construction Inspector	\$160.00
Modeling Technician	\$135.00

COMMISSIONING

Principal	\$275.00
Project Manager	\$195.00
Mechanical Engineer	\$210.00
Electrical Engineer	\$215.00
Field Technician	\$160.00

SCADA



308 N. Bryan Ave.
Bryan, TX 77803
P (979)821-2635
F (979)775-8224
www.arkitek.com

SCADA Engineer	\$250.00
ADMINISTRATION	
Clerical	\$115.00
Accounting	\$165.00

AG|CM hourly rates are as follows:

VP of Pre-construction, QA/QC	\$193.75
Senior Estimator, MEP Systems	\$150.00
Senior Estimator, Structural Systems	\$135.00
Senior Estimator, Architectural Systems	\$95.50
Estimator	\$89.50

MEMORANDUM

PROJECT: 23009 College Station Central Park Operations Building

27 April 2023



To: Rusty Warnke
City of College Station

From: Mike Record

Re: Project Design Schedule - Durations

Start date is to be determined. Each phase listed below requires a written approval of the previous phase and a notice to proceed for the next phase. The durations listed below will be revised into a project schedule after the executed contract is received. The schedule will include milestone dates with budgeted owner review times. The owner review times are not included in the durations listed below. The end date for each phase is the date that the architect sends the drawings and cost estimate to the Owner.

Survey

4 weeks, pending weather

Geotechnical Report

4 weeks, pending weather

Schematic Design

Submit SD package for Owner review 9 weeks after notice to proceed.

Design Development

Submit DD package for Owner Review 7 weeks after approval SD phase and notice to proceed.

Construction Documents

Submit CD package for Owner review 11 weeks after approval of DD phase and notice to proceed.

EXHIBIT B
PAYMENT TERMS

☐ Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of _____ percent (____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$_____).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

☒ Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

See attached proposal...

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Contract No. 23300309
A&E Professional Services with Construction
Form 12-15-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Lance Snider State Farm Agency 3608 East 29th St., Suite 112 Bryan, TX 77802	CONTACT NAME: Lance Snider PHONE (A/C No. Ext): 979-703-1011 E-MAIL ADDRESS: lance@agentsnider.com FAX (A/C No): 979-703-1104
INSURED THE ARKITEK STUDIO INC 308 N BRYAN AVE BRYAN, TX 77803	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm and Casualty Company INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25143 25178

COVERAGES**CERTIFICATE NUMBER: 01****REVISION NUMBER: 02**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	90-63-3298-5	06/22/2018	06/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	90-63-3298-5	06/22/2018	06/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			90-CS-W652-5	06/09/2021	06/09/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X 90-E2-U701-0	04/30/2021	04/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured is included as Primary and Non-contributory and will receive a 30-day notice of cancellation.

CERTIFICATE HOLDER**CANCELLATION**City of College Station
PO BOX 9960
College Station, TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cassandra Chason

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Callie Renaud	
	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: callie.renaud@usi.com	
INSURED The Arkitek Studio Inc 308 North Bryan Ave Bryan, TX 77803	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Aspen American Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AAAE30062300	02/26/2023	02/26/2024	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of College Station P.O. Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$7,400,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 12th DAY OF June, 2023.

John Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, appearing to be 'J. K.', is written over a horizontal line.

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

Exhibit "A"

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

Central Park Operations Shop (\$7,400,000)

The Parks Operations Shop houses maintenance and forestry equipment and has not been expanded since 1982. The project will demolish the existing structure and construct an expanded building, including secure storage, workshops, restrooms, and office space for Central Park, South District, and Forestry crews.

The project was approved via the City of College Station's November 2022 General Obligation Bond Election. This project was approved as part of Proposition D.

June 12, 2023

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None