



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

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

Meeting ID: 287 987 474 175 | Passcode: gZw5cS

Phone: 469-480-7460 | Phone Conference: 168 564 318#

July 25, 2024

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. 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.
- b. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
- c. 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.
- d. Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- e. CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
- f. Legal advice related to a development agreement regarding land generally located at the 2200 block of Arrington Road.

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 Manager
- b. 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. Comments should not personally attack other speakers, Council or staff. 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. 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.

6. 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.

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

- July 8, 2024 Special Meeting
- July 11, 2024 Council Meeting

Sponsors: Tanya Smith

- Attachments:
- 1. SPM070824 DRAFT Minutes
 - 2. CCM071124 DRAFT Minutes

6.2. Presentation, discussion, and possible action on an ordinance ordering a General Election to be held on November 5, 2024 for the purpose of electing a City Council Member, Place 3, a City Council Member, Place 4, a City Council Member, Place 5, and a City Council Member, Place 6; by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. (Presentación, posible acción y discusión acerca de una ordenanza que ordene Elecciones Generales a celebrarse el 5 de noviembre de 2024 con el propósito de elegir un Miembro del Consejo de la Ciudad, Puesto Número 3, un Miembro del Consejo de la Ciudad, Puesto Número 4, un Miembro del Consejo de

la Ciudad, Puesto Número 5, un Miembro del Consejo de la Ciudad, Puesto Número 6, y para presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad; estableciendo los sitios de votaciones anticipadas y los centros de votaciones para estas elecciones; y elaborando las provisiones para llevar a cabo las elecciones.)

Sponsors: Ian Whittenton, Tanya Smith

Attachments: 1. ORD Ordering General Election 2024 - English
2. ORD Ordering General Election 2024 - Spanish

- 6.3. Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election that will be held on Tuesday, November 5, 2024. (Presentación, discusión, y posible acción un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station que se celebrarán el martes 5 de noviembre de 2024.)

Sponsors: Ian Whittenton, Tanya Smith

Attachments: 1. 24300599--AD__(CC_7.25.24)

- 6.4. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Organix Recycling, LLC for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. Organix Recycling, LLC Franchise Agreement

- 6.5. Presentation, discussion, and possible action on the bid award of annual transformer repair and rebuild services and capacitor disposal to Greenville Transformer Company, Inc. for \$225,000.

Sponsors: Timothy Crabb

Attachments: 1. 24-052 Summary Award

- 6.6. Presentation, discussion, and possible action on a resolution authorizing the Chief of Police as the authorized official to execute documents necessary for the release of grant funds from the Homeland Security Division for Bomb Squad X-ray equipment.

Sponsors: Billy Couch

Attachments: 1. FY 25 Homeland Security Grant Resolution

- 6.7. Presentation, discussion, and possible action regarding the Brazos County Interjurisdictional Emergency Management Basic Plan.

Sponsors: Richard Mann

Attachments: 1. Basic Plan - 2024

- 6.8. Presentation, discussion, and possible action on the purchase of replacement network switches from The Personal Computer Store, Inc. (Avinext) in the amount of \$142,792 for Water and Wastewater (W/WW) infrastructure.

Sponsors: Timothy Crabb

Attachments: 1. Avinext Q206764 dtd 21324

- 6.9. Presentation, discussion, and possible action regarding an amendment to and renewal of a sponsorship agreement with Land of Lights, Inc., DBA Santa's Wonderland, in the amount of \$75,000.

Sponsors: Michael Ostrowski

Attachments: 1. Amendment No 1 Land of Lights COCS

- 6.10. Presentation, discussion, and possible action regarding a construction contract with The PlayWell Group, Inc. and PlayWorks, Inc. for the purchase and installation of playground equipment for the Fun for All Playground enhancement project in the amount of \$252,970.54.

Sponsors: Kelsey Heiden

Attachments: 1. FFAP Mtg Minutes 4/4/23 / Chairman correspondence 4/15/23
2. 24300126 The Playwell Group Inc Playworks Inc_

- 6.11. Presentation, discussion, and possible action regarding approval of a resolution accepting \$500,000 in Community Development Block Grant Mitigation funding from the Texas General Land Office and distributed through the Brazos Valley Council of Governments and committing General Funds in the amount of \$8,175 and Community Development Block Grant Entitlement in the amount of \$54,365 funds.

Sponsors: Debbie Eller

Attachments: 1. CDBG-MIT Resolution

- 6.12. Presentation, discussion, and possible action regarding a resolution authorizing the submission of a Local Parks Grant application to the Texas Parks and Wildlife Department for up to \$750,000 in grant funds to be matched by the City, designating the City Manager as an authorized official for the submission of the application, and dedicating Texas Independence Park for permanent public park and recreational purposes.

Sponsors: Kelsey Heiden

Attachments: 1. Resolution Authorizing Application

7. Workshop Agenda.

- 7.1. Presentation, discussion, and possible action regarding the Fiscal Year 2025 BVSWMMA, Inc. budget.

Sponsors: Pete Caler

Attachments: 1. BVSWMMA Proposed FY2025 Budget

- 7.2. Presentation, discussion, and possible action on Parks and Recreation Cost Recovery Policy and User Fees.

Sponsors: Kelsey Heiden

Attachments: 1. DRAFT Parks and Recreation User Fees Including Non Res Price Model (1)

8. Regular Agenda.

- 8.1. Public Hearing, presentation, discussion, and possible action on the City of College Station FY2024-2025 Proposed Budget.

Sponsors: Mary Ellen Leonard

Attachments: None

- 8.2. 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 and Ref Bonds Series 2024) (ver 1)
2. DRAFT 2024 Debt Issue

- 8.3. Presentation, discussion, and possible action 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 2024) (ver 1)
2. DRAFT 2024 Debt Issue

- 8.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements", Section 8-9, "Certifications" of the Code of Ordinances of the City of College Station.

Sponsors: Anthony Armstrong

Attachments: 1. Section 8.9 Certifications redline
2. Certification Ordinance

9. Council Calendar - Council May Discuss Upcoming Events.

10. 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.

11. 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)

12. 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.

13. 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 July 19, 2024 at 5:00 p.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."

July 25, 2024
Item No. 6.1.
July 8 & 11, 2024 Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- July 8, 2024 Special Meeting
- July 11, 2024 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. SPM070824 DRAFT Minutes
2. CCM071124 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JULY 8, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John P. Nichols, Mayor

Council:

Mark Smith
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

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

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on Monday, July 8, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL ITEMS

2.1. Presentation, discussion, and possible action on the FY 2024-2025 Proposed Budget.

Mary Ellen Leonard, Director of Finance, presented the proposed FY 2024-2025 budget and noted that budget workshop meetings are scheduled for July 15th, 16th, and 17th to review the proposed budget of \$540,511,673. In this amount, \$366,160,031 is included for the operations and maintenance budget, and \$174,351,642 is included for the capital budget. Compared to FY24, the operating and maintenance budget increased approximately 2.5% while the capital budget increased 29%. A public hearing is to be scheduled for July 25th, and adoption of the budget scheduled for August 22nd.

FY25 Proposed Net Budget Summary	
Fund Type	Proposed Net Budget
Governmental Funds	\$ 151,754,058
Enterprise Funds	186,207,217
Special Revenue Funds	28,198,756
Subtotal O&M	\$ 366,160,031
Capital Expenses	174,351,642
Subtotal Capital	\$ 174,351,642
Total Net Budget	\$ 540,511,673

5.2. Presentation, discussion, and possible action on calling a public hearing on the City of College Station FY 2024-2025 Proposed Budget for Thursday, July 25, 2024 at 6:00 PM in the City Hall Council Chambers.

Mary Ellen Leonard, Director of Finance, informed the Council that state law dictates that a notice of the public hearing on the budget must be made no less than 10 days prior to the meeting for the public hearing. After the public hearing, the Council may insert or delete items or may increase or decrease items so long as the total of any increases or insertions do not increase the total budget by 3% or more.

Staff recommends the City Council call a public hearing on the City of College Station FY 2024-2025 Proposed Budget for Thursday, July 25, 2024 at 6:00 PM in the City Hall Council Chambers.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to set a Public Hearing on the proposed FY25 budget for the City of College Station at a regular council meeting on Thursday July 25, 2024, at 6:00 pm in the City Council Chambers. The motion carried unanimously.

6. Adjournment.

There being no further business, Mayor Nichols adjourned the Special Meeting of the City Council at 4:14 p.m. on Monday, July 8, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JULY 11, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
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 pm p.m. on July 11, 2024, 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, §551.074-Personnel and §551.087-Economic Incentive Negotiations, and the College Station City Council convened into Executive Session at 4:00 p.m. on July 11, 2024, to continue discussing matters pertaining to:

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

- 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
- City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of 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

- Cynthia Hopkins & Geoffrey Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
- Legal advice related to police report case number 2023-009963.

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

- City Manager
- Council Self-Evaluation

2.3. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:

- Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.

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 6:23 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation of a proclamation recognizing July as Parks and Recreation month.

Mayor Nichols presented a proclamation to the Kelsey Heiden, Parks Director, and Staff, proclaiming July 2024 as Parks and Recreation Month.

6. Hear Visitors Comments.

No one signed up to speak at this time.

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.

Item 7.2, 7.3, 7.4, 7.5, and 7.6 was pulled from Consent for clarification.

(7.2) Emily Fisher, Public Works Director, explained the circumstances necessitating this ratification and that the cost was not increased because of the emergency nature of the materials in the contract.

(7.3) Councilmember Cunha requested Council to remove language in the agreement requiring equipment to be washed at least one timer per week. A majority of Council indicated no desire to change the agreement at this time but indicated that a discussion may be requested during Future Agenda Items.

(7.4) Anthony Armstrong, Planning and Development Director, explained that after review, staff has determined that the removal of these properties from the City's ETJ will have a negative effect on the general health, safety and welfare of people residing in and adjacent to the City. Mainly, the removal would cause negative impacts to the health, safety, and welfare in administering emergency services to these areas, as well as impacting the orderly subdivision and development of land.

(7.5 & 7.6) Jeremiah Cook, Tourism Manager, explained this is a joint bid between the City of College Station and Texas A&M University and the cost on what the University is accruing. This will be a reimbursed grant if College Station meets the thresh hold of attendance. To execute this event, the city anticipates costs will be approximately \$950,000. Revenues for the event will include athlete registrations, ticket sales, and partial reimbursement through the Texas Event Trust Fund (up to \$644,443).

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

- **June 27, 2024 Council Meeting**

7.2. Presentation, discussion, and possible action on ratifying an emergency contract with Brazos Paving, Inc. for \$122,469.50 for emergency repairs to Foxfire Drive and Rock Prairie Road.

7.3. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Organix Recycling, LLC for the collection of recyclables from commercial businesses and multi-family locations.

7.4. Presentation, discussion, and possible action regarding Resolution No. 07-11-24-7.4 for a extraterritorial jurisdiction (ETJ) release petition for approximately 96.52 acres of land generally located at 5445 Stousland Road.

7.5. Presentation, discussion, and possible action on a contract with USA Track & Field regarding hosting the 2024 USATF National Junior Olympic Track & Field Championships on July 22-28, 2024.

7.6. Presentation, discussion, and possible action on a Memorandum of Agreement between the City of College Station and Texas A&M University regarding event oversight of the 2024 USATF National Junior Olympic Track & Field Championships, on the campus of Texas A&M University, in an amount not to exceed \$950,000.

7.7. Presentation, discussion, and possible action on a Construction Manager at Risk (CMAR) Contract with Lott Brothers Construction Co., Inc. for the Fire Station No.7 Project. The budget for this Project is \$18,000,000.

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

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4528 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 PDD Planned Development District to MH Middle Housing with a HOO High Occupancy Overlay for approximately 2 acres being The Barracks II Subdivision, Phase 400, Block 36, Lot 27, generally located at the south corner of Tang Cake Drive and Old Wellborn Road.

Jesse Dimeolo, Planning and Development, stated that this request is to rezone approximately 2.01 acres of land being one platted lot located at 101 Tang Cake Drive from PDD Planned Development District to MH Middle Housing with a HOO High Occupancy Overlay. The subject property was platted in 2016 and is currently undeveloped. The property was originally zoned as a part of the Barracks PDD and according to the concept plan, listed as a commercial area. Up until this time, commercial has struggled to develop in this area due to its separation from nearby commercial corridors like Deacon Drive and Rock Prairie Road West. The lack of frontage on these streets lends it to being appropriate property for residential uses. Nearby properties to the northwest, west and southwest include townhomes that are a part of the Barracks Subdivision. The undeveloped property to the east, at the corner of Old Wellborn and Rock Prairie Road, has a future land use of General Commercial, which is more appropriate as it has direct frontage to a four-lane major arterial.

This item was heard at the June 20th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

At approximately 7:06 p.m., Mayor Nichols opened both Public Hearings.

There being no further comments, both Public Hearings were closed at 7:06 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-4528, 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 PDD Planned Development District to MH Middle Housing with a HOO High Occupancy Overlay for approximately 2 acres being The Barracks II Subdivision, Phase 400, Block 36, Lot 27, generally located at the south corner of Tang Cake Drive and Old Wellborn Road. The motion carried unanimously.

8.2. Public Hearing, presentation, discussion, and possible action regarding the Program Year 2024 Annual Action Plan and the FY2025 Community Development budget.

Raney Whitwell, Community Development Analyst, stated that this item included a presentation of the proposed Program Year (PY) 2024 Annual Action Plan and Fiscal Year (FY) 2025 Community Development Budget. Community development programming for the City of College Station is currently directed by the 2020-2024 Consolidated Plan. The U.S. Department of Housing and Urban Development requires each grantee to develop a Consolidated plan that includes a community needs assessment, housing market analysis, housing conditions analysis, and specific goals and objectives to establish a unified vision for actions that will be carried out for the five years. The City is required to submit a one-year Annual Action Plan describing projects, activities, and budget to be funded with the community development grants received. Annual Action Plan activities must correspond to the 5-Year Consolidated Plan. The total grant funds available next year are \$3,170,063 and includes Community Development Block Grant (CDBG) funds in the amount of \$1,168,073 and HOME Investment Partnership Grant (HOME) funds in the amount of \$1,178,958 along with carry-over funds from previous years and recaptured funds. Program Year 2024 funding will be available on 10/1/2024.

A public notice was included in The Eagle and La Voz advertising the meetings and the opportunity to review and comment on the plan and budget. The plan will be made available for review electronically on the Community Development web page and copies of the plan are located at the Community Services office, City Secretary's office, and at the Larry J. Ringer Public Library. A public comment period was available beginning July 1, 2024 through July 31, 2024.

At approximately 7:19 p.m., Mayor Nichols opened both Public Hearings.

Valen Cepak, Red Cross Board Member asked if there is a partnership with the Lincoln Center in the event of a heating or cooling emergency.

There being no further comments, both Public Hearings were closed at 7:20 p.m.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve the Program Year 2024 Annual Action Plan and the FY2025 Community Development budget. The motion carried unanimously.

8.3. Presentation, discussion, and possible action regarding Ordinance No. 2024-4529 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," of the Code of Ordinances of the City of College Station, Texas, by prohibiting parking on the northwest side of Richards Street from Texas Avenue to Crest Street and by repealing a prior parking prohibition on the southeast side of Richards Street from Lassie Lane to Crest Street.

Emily Fisher, Public Works Director, stated that the proposed ordinance eliminates parking on the northwest side of Richards Street between Texas Avenue and Crest Street, while reestablishing parking on the southeast side between Lassie Lane and Crest Street. The overhead communication cable along the northwest side of Richards Street from Texas Avenue to Crest Street has multiple service drops that reduce clearance on the southeast side. Removing parking on the northwest side will facilitate the larger city vehicles and services, such as Solid Waste and Fire Services. Additionally, repealing the parking prohibition on the southeast side from Lassie Lane to Crest Street will add available parking. A public meeting was held at City Hall on May 14, 2024. Three residents attended from the nearby area. Negative feedback was not received concerning the removal of parking along the northwest side of Richards Street from Texas Avenue to Crest Street. The installation of the "No Parking" signs is accounted for in the Public Works Traffic Signs and Markings operations budget.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-4529, 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," of the Code of Ordinances of the City of College Station, Texas, by prohibiting parking on the northwest side of Richards Street from Texas Avenue to Crest Street and by repealing a prior parking prohibition on the southeast side of Richards Street from Lassie Lane to Crest Street. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

10. 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 Harvell recognized the honor of being voted the best Elected Official in Brazos Valley.

Councilmember Maloney recognized the Parks Department on the I Heart America 5th of July Event.

11. 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)

Nothing to report at this time.

12. 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.

No future agenda items at this time.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 7:39 p.m. on Thursday, July 11, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

July 25, 2024

Item No. 6.2.

2024 Ordinance Ordering General Election
(2024 Ordenanza que ordena la celebración de elecciones generales)

Sponsor: Ian Whittenton, Deputy City Secretary, Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance ordering a General Election to be held on November 5, 2024 for the purpose of electing a City Council Member, Place 3, a City Council Member, Place 4, a City Council Member, Place 5, and a City Council Member, Place 6; by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. (Presentación, posible acción y discusión acerca de una ordenanza que ordene Elecciones Generales a celebrarse el 5 de noviembre de 2024 con el propósito de elegir un Miembro del Consejo de la Ciudad, Puesto Número 3, un Miembro del Consejo de la Ciudad, Puesto Número 4, un Miembro del Consejo de la Ciudad, Puesto Número 5, un Miembro del Consejo de la Ciudad, Puesto Número 6, y para presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad; estableciendo los sitios de votaciones anticipadas y los centros de votaciones para estas elecciones; y elaborando las provisiones para llevar a cabo las elecciones.)

Relationship to Strategic Goals:

- Good Governance (Buen gobierno)

Recommendation(s): Approve as presented to the City Council.
(Aprobar en cuanto sea presentado ante el Consejo de la Ciudad.)

Summary: The ordinance calls a general election to be held on November 5, 2024 and provides a run-off date for December 14, 2024 that is set by the Secretary of State. (La ordenanza convoca a elecciones generales para celebrarse el 5 de noviembre de 2024 y establece una fecha de segunda vuelta para el 14 de diciembre de 2024 que fija el Secretario de Estado.)

Budget & Financial Summary: The Election Administrator provided a conservative estimate of \$95,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. (El Administrador Electoral proporcionó una estimación conservadora de \$95,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.)

Attachments:

1. ORD Ordering General Election 2024 - English
2. ORD Ordering General Election 2024 - Spanish

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, FOR THE PURPOSE OF ELECTING CITY COUNCILMEMBER PLACE 3, CITY COUNCILMEMBER PLACE 4, CITY COUNCILMEMBER PLACE 5 AND CITY COUNCILMEMBER PLACE 6, BY THE QUALIFIED VOTERS OF THE CITY OF COLLEGE STATION; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION.

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

SECTION 1. A general election is ordered to be held by the City of College Station (the “City”) at the various polling places and election precincts within the corporate limits of the City, as hereinafter designated, on November 5, 2024, from the hours of 7:00 a.m. to 7:00 p.m. This general election will be conducted jointly with Brazos County and will be administered for the City by the Brazos County Elections Administrator, but this general election is not a county-wide election. At the general election, the qualified voters of the City will elect City Councilmembers for Places 3, 4, 5 and 6 with each position having a term of four years.

SECTION 2. Should any candidate in the general election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general election to which no one was elected as required by Section 17(d) of the City Charter, as amended. Should any candidate in the general election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general election to which no one was elected as required by Section 17(d) of the City Charter, as amended. In the event it becomes necessary to conduct a runoff election, a runoff shall be held on Saturday, December 14, 2024, or as amended, and designated by the Texas Secretary of State. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 3rd day and no later than the 14th day following the date of the runoff election or on the next regular business day if the 14th day falls on a Saturday, Sunday, or official state holiday. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 3rd day and no later than the 14th day following the date of the runoff election or on the next regular business day if the 14th day falls on a Saturday, Sunday, or official state holiday.

SECTION 3. The Vote Centers (polling locations) for College Station for this election shall be as follows:

Vote Centers	Vote Centers
South Brazos County ESD#1 3030 Wingfall Street Millican, Texas	Castle Heights Baptist Church 4504 E. Hwy 21 Bryan, Texas
College Station Meeting & Training Facility 1603 Graham Road College Station, Texas	St. Francis Episcopal Church 1101 Rock Prairie Road College Station, Texas
Galilee Baptist Church 804 N. Logan Street Bryan, Texas	A&M Church of Christ 2475 Earl Rudder Freeway College Station, Texas
Zion Church of Kurten 977 N. FM 2038 Kurten, Texas	Arena Hall 2906 Tabor Road Bryan, Texas
Parkway Baptist Church 1501 Southwest Parkway College Station, Texas	Legends Event Center 2533 Midtown Park Blvd Bryan, Texas
College Heights Assembly of God 4100 Old College Road Bryan, Texas	Brazos Center 3232 Briarcrest Drive Bryan, Texas
First Baptist Church - Bryan 3100 Cambridge Drive Bryan, Texas	Wellborn Baptist Church 14575 FM 2154 Road College Station, Texas
Beacon Baptist Church 2001 East Villa Maria Road Bryan, Texas	Living Hope Baptist Church 4170 State Highway 6 South College Station, Texas
Bryan Ballroom 703 Palasota Drive Bryan, Texas	Church of the Nazarene 2122 E William J Bryan Pkwy Bryan, Texas
Brazos County Election Admin Office Ruth McLeod Training Room 300 East Wm J. Bryan Pkwy, Suite 100 Bryan, Texas	Justice of the Peace Pct 1 412 William D Fitch Pkwy College Station, Texas
Memorial Student Center Room 2400 (MSC) Texas A&M Campus, Joe Routt Blvd. College Station, Texas	Rellis Campus - Chapel & Assembly Hall 1555 Avenue D Bryan, Texas
Lincoln Center 1000 Eleanor Street College Station, Texas	Christ Church 4201 SH 6 South College Station, Texas
College Station City Hall (Bush 4141) 1101 Texas Avenue College Station, Texas	Castlegate II (Event Center) 4205 Norwich Dr College Station, Texas
College Station ISD Administration Building 1812 Welsh Avenue College Station, Texas	Crestview at Arbor Oaks 2505 E Villa Maria Road Bryan, Texas

SECTION 4. Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the general and special election shall be October 21 through November 1, 2024. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the Brazos County Elections Administrator. She shall determine the number of election workers to be hired and arrange for training of all election workers. Early voting by personal appearance for the general election shall be conducted jointly at the locations and on the following dates and times specified by the Brazos County Elections Administrator:

Brazos County Election Administrator Office (McLeod Training Rm) – 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas	
Arena Hall – 2906 Tabor Road, Bryan, Texas	
Galilee Baptist Church – 804 N. Logan, Bryan, Texas	
College Station Meeting & Training Facility (Utilities) – 1603 Graham Road, College Station, Texas	
Memorial Student Center (MSC) – Texas A&M Campus, Room L526, College Station, Texas	

October 21st – October 25th 8:00 am – 5:00 pm
(Monday – Friday)

October 26th 7:00 am – 7:00 pm
(Saturday)

October 27th 10:00 am – 4:00 pm
(Sunday)

October 28th – November 1st 7:00 am – 7:00 pm
(Monday - Friday)

SECTION 5. Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 300 E. William J Bryan, Suite 100, Bryan, Texas, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

SECTION 6. All early votes and other votes to be processed in accordance with early voting procedures pursuant to the Texas Election Code shall be delivered to the Early Voting Ballot Board at the Brazos County Election Administrator's office. Early votes shall be counted at the central counting station. The Early Voting Ballot Board shall perform in accordance with applicable provisions of the Election Code.

SECTION 7. A Direct Record Electronic ("DRE") System, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for all early voting as well as for all precinct voting conducted on Election Day. The Brazos County Elections Administrator will appoint a programmer, who shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and

in each of the various precincts on Election Day. The central counting station is established as the Brazos Center, 3232 Briarcrest Drive, Bryan, Texas.

SECTION 8. The Brazos County Elections Administrator will appoint the Early Voting Ballot Board, a Presiding Judge of the Central Counting Station, a Tabulation Supervisor of the Central Counting Station, and a Central Counting Station Manager.

SECTION 9. The election will be held in accordance with the provisions of the Charter and Ordinances of the City of College Station and the laws of the State of Texas.

SECTION 10. Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in College Station on or after October 6, 2024, and on or before October 26, 2024, and will be posted on the bulletin board at City Hall on or before September 18, 2024.

SECTION 11. A writ of election as required by the Texas Election Code will be delivered on or before October 21, 2024, by the Brazos County Elections Administrator to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

SECTION 12. Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with Subchapter D of Chapter 127 of the Texas Election Code.

SECTION 13. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 14. That this ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of College Station this 25th day of July, 2024.

CITY OF COLLEGE STATION:

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

APPROVED AS TO FORM:

Adam C. Falco, City Attorney

ORDENANZA NÚMERO _____

UNA ORDENANZA AUTORIZANDO QUE SE CELEBREN ELECCIONES GENERALES EL DÍA 5 DE NOVIEMBRE DE 2024, CON EL PROPÓSITO DE ELEGIR UN ALCALDE, MIEMBRO DEL CONSEJO PUESTO NÚMERO 3, MIEMBRO DEL CONSEJO PUESTO NÚMERO 4, MIEMBRO DEL CONSEJO PUESTO NÚMERO 5, MIEMBRO DEL CONSEJO PUESTO NÚMERO 6, POR LOS VOTANTES CALIFICADOS DE LA CIUDAD DE COLLEGE STATION; ESTABLECIENDO SITIOS DE VOTACIONES TEMPRANAS Y CENTROS DE VOTACIONES PARA LAS ELECCIONES; Y ESTABLECER LAS ESTIPULACIONES NECESARIAS PARA REALIZAR LAS ELECCIONES.

SEA DISPUESTO POR EL CONSEJO DE LA CIUDAD DE COLLEGE STATION:

SECCIÓN 1. Se ordena que se celebren elecciones generales de la Ciudad de College Station (la “Ciudad”) en los diferentes centros de votaciones y distritos electorales dentro de los límites corporativos de la Ciudad, como se designa de aquí en adelante, el 5 de Noviembre de 2024, de las 7:00 a.m. a las 7:00 p.m. Estas elecciones generales se realizarán conjuntamente con el Condado de Brazos y será administrado para la Ciudad por el Oficial de Elecciones del Condado de Brazos; pero estas elecciones generales y especiales no son elecciones para todo el condado. En las elecciones generales, los votantes calificados de la Ciudad elegirán Miembro del Consejo Puesto número 3, 4, 5 y 6 con cada posición teniendo un término de cuatro años.

SECCIÓN 2. Si algún candidato en las elecciones generales no recibiera la mayoría de los votos, entonces, en esa ocasión se ordenarán elecciones de segunda vuelta para cada puesto en las elecciones generales en las cuales ningún candidato fue elegido, como lo exige la Sección 17(d) de la Escritura de Constitución de la Ciudad, como aparece en la enmienda. En caso de que algún candidato en la elección general no reciba la mayoría de los votos, entonces en ese caso se ordenará una segunda vuelta electoral para cada puesto en la elección general para el cual no se eligió a nadie, como lo exige la Sección 17(d) de la Carta Municipal, según enmendada. En caso de que sea necesario llevar a cabo una segunda vuelta electoral, ésta se celebrará el sábado 14 de Diciembre de 2024, o según sea enmendado, y designado por el Secretario de Estado de Texas. El recuento de votos de las elecciones de segunda Vuelta, si fuera necesario, no se harán antes del tercer día ni después del décimo cuarto día después de la fecha de elecciones de segunda vuelta o en el siguiente día hábil si el décimo cuarto día cae en sábado, domingo o feriado oficial del estado.

SECCIÓN 3. Los Centros de Votaciones (sitios de elecciones) para College Station para estas elecciones serán los siguientes:

Centros de Votaciones	Centros de Votaciones
South Brazos County ESD#1 [ESD#1 SUR DEL CONDADO DE BRAZOS] 22284 Pierce Street Millican, Texas	Castle Heights Baptist Church [Iglesia Bautista <i>Castle Heights</i>] 4504 E. Hwy 21 Bryan, Texas
College Station Meeting & Training Facility [Centro de Conferencias y de Capacitación de College Station] 1603 Graham Road College Station, Texas	St. Francis Episcopal Church [Iglesia Episcopal <i>St. Francis</i>] 1101 Rock Prairie Road College Station, Texas
Galilee Baptist Church [Iglesia Bautista <i>Galilee</i>] 804 N. Logan Bryan, Texas	A&M Church of Christ [Iglesia <i>A&M Church of Christ</i>] 2475 Earl Rudder Freeway College Station, Texas

Zion Church of Kurten [Iglesia Zion de Kurten] 977 N. FM 2038 Kurten, Texas	Arena Hall [Salón Arena] 2906 Tabor Road Bryan, Texas
Parkway Baptist Church [Iglesia Bautista Parkway] 1501 Southwest Parkway College Station, Texas	Brazos Center [Centro del Condado de Brazos] 3232 Briarcrest Drive Bryan, Texas
College Heights Assembly of God [Iglesia College Heights Assembly of God] 4100 Old College Rd. Bryan, Texas	Wellborn Baptist Church [Iglesia Bautista de Wellborn] 14575 FM 2154 Rd College Station, Texas
First Baptist Church - Bryan [Iglesia First Baptist de Bryan] 3100 Cambridge Drive Bryan, Texas	Living Hope Baptist Church [Iglesia Bautista Living Hope] 4170 State Highway 6 South College Station, Texas
Beacon Baptist Church [iglesia Bautista Beacon] 2001 East Villa Maria Road Bryan, Texas	Church of the Nazarene [Iglesia del Nazareno] 2122 E William J Bryan Pkwy Bryan, Texas
Brazos County Election Admin Office **Ruth McLeod Training Room** [Oficina Administrativa de Elecciones del Condado de Brazos **Salón de Capacitación Ruth McLeod**] 300 East Wm J. Bryan Pkwy, Suite 100 Bryan, Texas	Justice of the Peace Pct 1 [Juzgado de paz Distrito 1] 412 William D Fitch Pkwy College Station, Texas
Memorial Student Center Room 2406 (MSC) [Centro Conmemorativo de Estudiantes (MSC) Salón 2406] Texas A&M Campus, Joe Routt Blvd. College Station, Texas	Rellis Campus - Chapel & Assembly Hall [Campus de Rellis – Capilla y salón de actos] 1555 Avenue D Bryan, Texas
Lincoln Center [Centro Lincoln] 1000 Eleanor College Station, Texas	Christ Church [Iglesia de Cristo] 4201 SH 6 South College Station, Texas
College Station City Hall (Bush 4141) [Municipalidad de la Ciudad de College Station (Bush 4141)] 1101 Texas Avenue College Station, Texas	Castlegate II (Event Center) [Castlegate II (centro de eventos)] 4205 Norwich Dr College Station, Texas
College Station ISD Administration Building [Edificio Administrativo del Distrito Escolar Independiente de College Station] 1812 Welsh College Station, Texas	Crestview at Arbor Oaks [Crestview en Arbor Oaks] 2505 E Villa Maria Rd Bryan, Texas
Bryan Ballroom [Salon de Bryan] 703 Palasota Drive Bryan, Texas	Legends Event Center [Legends Centro de Eventos] 2533 Midtown Park Blvd Bryan, Texas

SECCIÓN 4. Las elecciones tempranas conjuntas se realizarán en persona y por correo. El período para las votaciones tempranas en persona para las elecciones generales será del 21 de octubre al 1 de Noviembre de 2024. Las boletas electorales de escaneo óptico serán utilizadas para las votaciones tempranas por correo y las máquinas electrónicas de registro directo serán utilizadas para las votaciones tempranas en persona. El Oficial de las Votaciones Tempranas para dichas elecciones será el Oficial de Elecciones del Condado de Brazos. Ella determinará el número de personas a contratar y hará los arreglos necesarios para la capacitación de todas las personas contratadas para trabajar en las elecciones. Las votaciones tempranas en persona para las elecciones generales y especiales serán dirigidas conjuntamente en los centros de votaciones generales y especiales serán conducidas conjuntamente en los sitios y en las fechas y horarios señalados por el Oficial de Elecciones del Condado de Brazos:

Brazos County Election Administrator Office (McLeod Training Rm) [Oficina Administrativa de Elecciones del Condado de Brazos (Salón de Capacitación Ruth McLeod)] – 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas
Arena Hall [Salón Arena] – 2906 Tabor Road, Bryan, Texas
Galilee Baptist Church [Iglesia Bautista <i>Galilee</i>] – 804 N. Logan, Bryan, Texas
College Station Meeting & Training Facility (Utilities) [Centro de Conferencias y de Capacitación de College Station] – 1603 Graham Road, College Station, Texas
Memorial Student Center (MSC) – [Centro Conmemorativo Estudiantil, (MSC, por sus siglas en el idioma inglés, Salón L526, Universidad de <i>Texas A&M</i>)] Texas A&M University, Room L526, College Station, Texas

del 21 al 25 de octubre (de lunes a viernes)	8:00 am – 5:00 pm
el 26 de octubre (sábado)	7:00 am – 7:00 pm
el 27 de octubre (domingo)	10:00 am – 4:00 pm
del 28 de octubre al 1 de noviembre (de lunes a viernes)	7:00 am – 7:00 pm

SECCIÓN 5. Las votaciones tempranas por correo serán realizadas de acuerdo con las estipulaciones aplicables del Código Electoral de Texas. La dirección: 300 E. William J Bryan, Suite 100, Bryan, Texas, será la dirección del Oficial de las Votaciones Tempranas a donde se podrán enviar las solicitudes de boletas electorales y las boletas electorales con los votos emitidos para las elecciones de la Ciudad.

SECCIÓN 6. Todos los votos de las votaciones tempranas y demás votos seguirán los procedimientos de las votaciones tempranas según el Código Electoral de Texas y serán entregados a la Junta de Boleta de Votaciones Tempranas en la oficina del Oficial de Elecciones del Condado de Brazos. Los votos anticipados serán contados en la estación central de conteo. La Junta de Boleta de Votaciones Tempranas desempeñará su cargo de acuerdo con las estipulaciones aplicables del Código Electoral.

SECCIÓN 7. Un Sistema Directo de Registro Electrónico (“DRE, por sus siglas en el idioma inglés”), como se define el término en el Código Electoral de Texas, será utilizado en conexión con las elecciones. Este sistema será utilizado para todas las votaciones tempranas, así como también para todas las votaciones realizadas en los distritos electorales el Día de las Elecciones. El Oficial de Elecciones del

Condado de Brazos nombrará a un programador para preparar un programa para el equipo de tabulación automático. Se proporcionará suficiente equipo para votar en las votaciones tempranas, así como también en cada uno de los diferentes distritos electorales el Día de las Votaciones. La estación central de conteo se establecerá en el Centro del Condado de Brazos, 3232 Briarcrest Drive, Bryan, Texas.

SECCIÓN 8. El Oficial de Elecciones del Condado de Brazos nombrará a la Junta de Boleta de Votaciones Tempranas, un Juez que presidirá en la Estación Central de Conteo, un-Supervisor de Tabulación de la Estación Central de Conteo y un Gerente de la Estación Central de Conteo.

SECCIÓN 9. Las elecciones se celebrarán de acuerdo con las provisiones de los Estatutos y Ordenanzas de la Ciudad de College Station y con las leyes del Estado de Texas.

SECCIÓN 10. La Notificación de las Elecciones, incluyendo la respetiva traducción al idioma español, se publicarán por lo menos una vez en un periódico publicado en la ciudad de College Station el día 6 de octubre de 2024 o después de esa fecha, y el día 26 de octubre de 2024 o antes de esa fecha, y se colocará en el tablero de avisos de la Municipalidad de la Ciudad el día 18 de septiembre de 2024 o antes de esa fecha.

SECCIÓN 11. Una orden de elecciones, requerida por el Código Electoral de Texas, será entregada el día 21 de octubre de 2024, o antes de esa fecha, por el Oficial de Elecciones del Condado de Brazos, al juez que preside y a los jueces alternos de cada distrito electoral en el cual se dispone a celebrar elecciones.

SECCIÓN 12. Se harán las respectivas pruebas del equipo de tabulación automático y los resultados de dichas pruebas se entregarán y se harán saber de acuerdo con el Subcapítulo D del Capítulo 127 del Código Electoral de Texas.

SECCIÓN 13. Si alguna parte de esta Ordenanza se considera inválida por una corte de jurisdicción competente, las provisiones restantes de esta Ordenanza permanecerán en efecto y en plena vigencia.

SECCIÓN 14. Que esta ordenanza entrará en efecto inmediatamente después de ser adoptada.

APROBADA Y ADOPTADA por el Consejo de la Ciudad de College Station este veinte cinco día, del mes de julio de 2024.

CIUDAD DE COLLEGE STATION:

John P. Nichols, Alcalde

DOY FE:

Tanya Smith, Secretaria de la Ciudad

APROBADA EN CUANTO A FORMA:

Adam C. Falco, Abogado Interino de la Ciudad

July 25, 2024

Item No. 6.3.

2024 ILA with Brazos County for Election Services

Sponsor: Ian Whittenton, Deputy City Secretary, Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election that will be held on Tuesday, November 5, 2024. (Presentación, discusión, y posible acción un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station que se celebrarán el martes 5 de noviembre de 2024.)

Relationship to Strategic Goals:

- Good Governance (*Buen gobierno*)

Recommendation(s): Approve as presented to the City Council.
(Aprobar en cuanto sea presentado ante el Consejo de la Ciudad.)

Summary: A General Election will be held on November 5, 2024 for the purpose of electing City Council Member Places 3, 4, 5 and 6 for a 4-year term. (Se celebrarán Elecciones Generales el 5 de noviembre de 2024 para el propósito de elegir un Miembro del Consejo Municipal Puestos No. 3, 4, 5 y 6 por un período de 4 años.)

Budget & Financial Summary: The Election Administrator provided a conservative estimate of \$95,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. (El Administrador Electoral proporcionó una estimación conservadora de \$95,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.)

Attachments:

1. 24300599--AD__(CC_7.25.24)



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300599 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: ILA for November 2024 Election Services

Name of Contractor: Brazos County Elections Administrator

CONTRACT TOTAL VALUE: \$ 95,000.00 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 # 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)

This agreement is for the November 2024 General election. This election has been budgeted in the City Secretary's budget.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 7/25/2024 Agenda Item No*: ----

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

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

SIGNATURES RECOMMENDING APPROVAL


DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

7/16/2024
DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

INTERLOCAL GOVERNMENT AGREEMENT

Joint Election

This agreement is made this 25 day of July, 2024, by and between Brazos County (“the County”) and the City of College Station (“the City”).

WHEREAS, Brazos County will conduct general elections on Tuesday, November 5, 2024; and

WHEREAS, the City of College Station will call for the general municipal elections to be held within the city limits of College Station, Texas, on November 5, 2024; and

WHEREAS, Brazos County, the City of College Station, and others will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

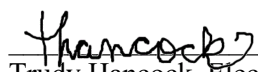
NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms be used and records be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the Brazos County Elections Administrator. The Brazos County Elections Administrator is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 5, 2024. The implementation, conduct and management of the election shall include, but not be limited to:
 - A. The securing of qualified individuals to serve as election judges for each polling place.
 - B. The securing of locations and facilities where the election is to be conducted.
 - C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.
 - D. The securing of a contract with an independent, qualified contractor for election services and supplies.

- E. The Brazos County Elections Administrator will be responsible for the conduct of joint early voting by personal appearance and by mail, with the City Secretary serving as Joint Early Voting Clerk.
- 7. The amount to be paid by the City to the County for services rendered by the County in the November 5, 2024, election is:
 - A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.
 - B. The City of College Station will reimburse the County for certain costs as follows:
 - 1. One-fifth (1/5) the cost for payment of the early voting election workers.
 - 2. One-fifth (1/5) the cost paid to an independent, qualified contractor for election services and supplies.
 - 3. Each entity shall fund one-fifth (1/5) the expenses of the election day polling places at vote centers as approved by the Secretary of State's Office.
 - 4. One-fifth (1/5) of the cost of publication for all jointly required notices.
 - 5. The cost of rental of two (2) DRE voting equipment used in the precinct in which the City has items appearing on the ballot for that precinct.
 - 6. One-fifth (1/5) the cost of the Early Ballot Board, Central Counting Station, the tabulation supervisor, and data processing manager.
 - 7. Administrative fee of 10% for the City's portion of expenses as allowed in the Texas Election Code.
- 8. Should any of the five governmental entities that hold elections on the uniform election date (Brazos County, City of College Station, City of Bryan, Bryan ISD, College Station ISD) cancel all or part of their elections, then the distribution of expenses above shall be prorated accordingly.
- 9. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.
- 10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this 25 day of July, 2024.

BRAZOS COUNTY

7/12/2024
Trudy Hancock, Elections Administrator

CITY OF COLLEGE STATION

Mayor

City Attorney

Attest:

City Secretary

ACUERDO DE GOBIERNO INTERLOCAL

Elecciones Conjuntas

El presente acuerdo se realiza el 25 día de julio de 2024, por y entre el Condado de Brazos (“el Condado”) y la Ciudad de College Station (“la Ciudad”).

CONSIDERANDO, que el Condado de Brazos convocará elecciones generales el martes 5 de noviembre de 2024; y

CONSIDERANDO, que la Ciudad de College Station convocará elecciones municipales generales que se celebrarán dentro de los límites de la ciudad de College Station, Texas, el 5 de noviembre de 2024; y

CONSIDERANDO, que el Condado de Brazos, la Ciudad de College Station y otros celebrarán elecciones el mismo día, y

CONSIDERANDO, que las partes de este acuerdo desean que se celebren elecciones conjuntas que sean rentables y convenientes para los votantes de estas entidades;

AHORA, POR LO TANTO, SE ACUERDA que se celebrarán elecciones conjuntas por el Condado y la Ciudad bajo los siguientes términos y condiciones y que las partes aquí presentes están de acuerdo con dichas condiciones:

1. Que habrá una boleta que contenga todas las nominaciones apropiadas y las propuestas disponibles para los votantes calificados de las dos entidades.
2. Que habrá un juego de equipo de votaciones para ser utilizado en los sitios de votaciones comunes.
3. Que los formularios utilizados y los registros se mantengan de manera conveniente y adecuada para anotar y reportar los resultados de las elecciones para el Condado y para la Ciudad.
4. Que la tabulación conjunta de los resultados del distrito electoral se hará de manera que facilite el escrutinio independiente de los votos emitidos para las dos entidades.
5. Que cada entidad será responsable de la preparación, publicación y traducción al idioma español de sus propios documentos denominados Notificación de Elecciones y Orden de Elecciones.
6. Que la implementación, realización y manejo de dichas elecciones será dirigida por el Administrador de Elecciones del Condado de Brazos. El Administrador de Elecciones del Condado de Brazos es nombrado, por el presente acuerdo, como el Oficial Encargado de las Elecciones y el Oficial de las Elecciones Tempranas para las dos entidades, para las elecciones a celebrarse el 5 de noviembre de 2024. La implementación, realización y manejo de las elecciones incluirá, pero no se limitará a lo siguiente:
 - A. Conseguir individuos calificados para servir como jueces de las elecciones para cada centro de votaciones.

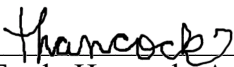
- B. Conseguir los lugares y las instalaciones donde se realizarán las elecciones.
 - C. Conseguir los materiales para las elecciones y demás materiales requeridos para administrar apropiadamente las elecciones; y la programación y preparación del equipo de votaciones DRE a ser utilizado en las elecciones.
 - D. Conseguir un contrato con un contratista independiente y calificado para los servicios y materiales necesarios para las elecciones.
 - E. El Administrador de Elecciones del Condado de Brazos será el responsable de dirigir las votaciones tempranas en persona y por correo, en donde la secretaria de la Ciudad servirá como funcionaria de Votaciones Tempranas Conjuntas.
7. La cantidad que la Ciudad le deberá pagar al Condado por servicios ofrecidos por el Condado en las elecciones del 5 de noviembre de 2024 se menciona a continuación:
- A. El Condado de Brazos primero pondrá todos los fondos para cubrir los gastos menos la publicación de la Notificación de Elecciones que deberá hacer cada entidad.
 - B. La Ciudad de College Station le reembolsará al Condado ciertos costos como se detallan a continuación: Secre
 - 1. Un quinto (1/5) del costo del pago a los empleados de las elecciones tempranas.
 - 2. Un quinto (1/5) del costo pagado al contratista independiente y calificado por materiales y servicios prestados para las elecciones.
 - 3. Cada entidad proporcionará un quinto (1/5) de los fondos para los gastos de los centros de votaciones el día de las elecciones, aprobado previamente por la Oficina de la Secretaría de Estado.
 - 4. Un quinto (1/5) del costo de publicación de todas las notificaciones conjuntas necesarias.
 - 5. El costo de alquiler de dos (2) equipos para votaciones DRE utilizados en los distritos electorales en donde la Ciudad tiene secciones que aparecen en la boleta para ese distrito.
 - 6. Un quinto (1/5) del costo del pago remunerado de la Junta de Boleta de Elecciones Tempranas, de la Estación Central de Conteo, del supervisor de tabulación y del gerente de procesamiento de datos.
 - 7. La cuota administrativa del 10% de los gastos pertenecientes a la porción de la Ciudad, como lo permite el Código de Elecciones de Texas.
8. Si alguna de las cinco entidades gubernamentales que celebra elecciones en la fecha de elecciones uniforme (Condado de Brazos, Ciudad de Bryan, Ciudad de College

Station, Distrito Escolar Independiente de Bryan, Distrito Escolar Independiente de College Station) cancela todas o partes de sus elecciones, entonces la distribución de los gastos mencionados anteriormente se prorrateará como corresponde.

9. Las obligaciones financieras de las partes bajo este acuerdo se pagarán de los ingresos actuales de las partes respectivas.
10. Que los individuos que suscriben a continuación son representantes debidamente autorizados de los consejos administrativos correspondientes, y que sus firmas representan la adopción y aceptación de los términos y condiciones de este acuerdo.

APROBADO Y ACORDADO este día 25 del mes de julio de 2024.

CONDADO DE BRAZOS

 7/12/2024
Trudy Hancock, Administradora de las Elecciones

CIUDAD DE COLLEGE STATION

Alcalde

Abogado de la Ciudad

Doy fe:

Secretaria de la Ciudad

July 25, 2024

Item No. 6.4.

Organix Recycling, LLC Franchise Agreement Ordinance Second Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Organix Recycling, LLC for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this franchise agreement ordinance.

Summary: This item is an ordinance granting Organix Recycling, LLC a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows Organix Recycling, LLC to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

If the second reading of this franchise agreement ordinance is approved, the city will have a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

Budget & Financial Summary: N/A

Attachments:

1. Organix Recycling, LLC Franchise Agreement

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, ORGANIX RECYCLING LLC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term 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 services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, 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 and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services 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 regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

15.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

a. For Convenience. At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

b. For Cause. City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

c. Hearing. This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

15.3 Venue. 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.

15.4 Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

15.5 Taxes. The City is tax exempt and is not responsible for the payment of any taxes.

15.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

15.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

15.9 Invalid Provisions. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Caroline Ask
PO BOX 9960
College Station, TX 77842
mlucas@cstx.gov

ORGANIX RECYCLING LLC
Attn: Julia Gustafson
3308 Bernice Ave
Russellville AR 72802
safety@organixrecycling.com

15.14 List of Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the 13th day of June, 2024.
- b. Second Consideration & Approval on the 27th day of June, 2024.

ORGANIX RECYCLING LLC

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: **Owner/Member**

Date: _____

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate is \$100 per pull, and may increase, depending on a variety of conditions, including but not limited to:
 - a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

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 C**; 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 licensed Insurance Carriers 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 listing 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 \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. 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 under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing 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:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are 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 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"

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2024

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 1490 Market Street Suite 3 Lake Charles LA 70601	CONTACT NAME: Lynn Erpelding, CIC, CISR PHONE (A/C, No, Ext): 337-475-7442 FAX (A/C, No): E-MAIL ADDRESS: lynn_erpelding@ajg.com
INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 220 South Commerce Avenue 1st Floor Russellville AR 72801	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburg INSURER C: Granite State Insurance Company INSURER D: Gemini Insurance Company INSURER E: AXIS Surplus Insurance Company INSURER F: National Fire & Marine Insurance Co
License#: BR-724491 DENAWAT-03	NAIC # 39993 19445 23809 10833 26620 20079

COVERAGES**CERTIFICATE NUMBER:** 1677969126**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:	Y	Y	PACE4279461	6/30/2023	6/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	5717880	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A D U M	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	EXC4279462 GVE100272503 P-001-001126335-01 42-XSF-316137-03	6/30/2023 6/30/2023 6/30/2023 6/30/2023	6/30/2024 6/30/2024 6/30/2024 6/30/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C 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	Y	014195820 014195821	6/30/2023 6/30/2023	6/30/2024 6/30/2024	☒ 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
A	Pollution Liability and Professional Liability	Y	Y	PACE4279461	6/30/2023	6/30/2024	Pollution - Per Occur \$1,000,000 Professional - Claim \$1,000,000

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 the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions as per endorsement #EPACE101-0721. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement #87950, edition date 09/14. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions. Pollution Liability is on Occurrence Basis while Professional Liability is on Claims Made Basis. Policies listed above contain a 30 day Notice of Cancellation, except 10 days in the event of nonpayment.

Workers Compensation Policy #: 014195820 covers State of California only.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
Public Works
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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 220 South Commerce Avenue 1st Floor Russellville AR 72801
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

Workers Compensation Policy #: 014195821 covers all other States.

Excess Liability policies follow form of underlying policies as listed below:

Policy #: EXC4279462 - Colony Insurance Company - \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

Policy #: GVE100272503 - Gemini Insurance Company - \$3,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #: P-001-001126335-01 - AXIS Surplus Insurance Company - \$2,000,000 xs \$3,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #: 42-XSF-316137-03 - National Fire & Marine Insurance Company - \$5,000,000 xs \$2,000,000 xs \$3,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #ENVX000044823 - Certain Underwriters at Lloyds, London - \$15,000,000 xs \$5,000,000 over General Liability, Pollution Liability and Professional Liability only. NAIC # 15792, Policy term 11/01/2023-11/01/2024

Equipment Coverage:

Policy No: IMP 4001324-00

Carrier: Transguard Insurance Company

Policy Dates: 06/30/23 - 06/30/24

Cargo Limit: \$100,000

Trailer Interchange Limit: \$85,000

Rented/Leased Equipment Limit: \$1,000,000 Scheduled Equipment: \$68,662,540

Deductible: \$50,000 each occurrence

Complete list of Named Insureds: Dispatch Parent, LLC; Terra Renewal Services, Inc.; Denali Water Solutions, LLC; Organix Recycling, LLC; NuTerra SE FL Organics, LLC; WeCare Denali, LLC; New Earth, LLC; Denali ROI, LLC; OR Processing, LLC; OR Composting, LLC; Ramco, Environmental, LLC; Solid Solutions, LLC; Nebo Services, LLC; Veris Environmental, LLC; AWS Dredge, LLC; Intermountain Dredge Equipment and Supply, L.C.; TerraGro Farms, LLC; Viridiun Equipment, Inc.; Organix Composting of Texas, LLC; Viridiun, LLC; Viridiun Products, LLC; Swanson Bark & Wood Products, Inc., Imperial Western Products, Inc.

July 25, 2024

Item No. 6.5.

Annual Transformer Repair and Rebuild and Capacitor Disposal

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on the bid award of annual transformer repair and rebuild services and capacitor disposal to Greenville Transformer Company, Inc. for \$225,000.

Relationship to Strategic Goals:

Financially Sustainable City

Core Services and Infrastructure

Recommendation(s): Staff recommends that Council approve the award of an annual contract with Greenville Transformer Company, Inc. for the repair and rebuild of transformers and capacitor disposal, as needed, for an amount not to exceed \$225,000 annually.

Summary: Two (2) sealed, competitive bids were received and opened on June 11, 2024. Greenville Transformer Company, Inc is the lowest responsible bidder and staff is familiar with the quality of the work provided and the reputation of the recommended vendor. Quantities and sizes of units for potential repair or rebuild were estimated based on recent trends.

Budget & Financial Summary: Because of the unprecedented cost increases and lead times CSU has experienced in procuring transformers, the annual not to exceed contract amount has increased over previous years' contracts to accommodate the repair and rebuilding of additional quantities and larger sized units. Funds are budgeted and available in the Electric Fund. Funds will be expensed as transformer repairs are needed throughout the term of the award.

Attachments:

1. 24-052 Summary Award

EXHIBIT B
BID#24-052 AWARD

ITB 24-052 Bid Proposal			
Annual Service Agreement for Repair & Rebuild of Transformers			
(All Quantities are estimates. Actual number to be repaired will vary)			

I. Transformer Repair & Rewind Cost Per Transformer				
Pricing should include cost of oil, pressure relief valve, gaskets, PCB test, labeling, and repair tag, no load loss and load loss testing.				
GREENVILLE TRANSFORMER				
A. Single-Phase Pole Mounted (Overhead) Transformer				
Category I for emergency purposes	Category II for Bid Evaluation		Vendor Proposal	Double Check
	Category II Item A	Total Cost	\$ 25,571.00	\$ 25,571.00
B. Single-Phase Pad-Mounted Transformer				
Category I for emergency purposes		Category II for Bid Evaluation	Vendor Proposal	Double Check
		Category II Item B	Total Cost	\$ 49,358.00
C. Three-Phase Pad-Mounted Transformer				
	Category II Item C	Total Cost	\$ 51,074.00	\$ 59,839.00
		Grand Total Group I	\$ 126,003.00	\$ 134,768.00
		Difference		\$ 8,765.00

II. Additional Parts				
A. POLEMOUNT			Vendor Proposal	Double check
Item A Total Cost			\$ 713.50	\$ 713.50
B. PADMOUNT				
Part	Est. Qty	Unit Cost	Total Cost	Double check
Item B Total Cost			\$ 4,888.75	\$ 4,888.75
Grand Total Group II			\$ 5,602.25	\$ 5,602.25

GREENVILLE TRANSFORMER		Vendor Proposal	Double check
Grand Total Group 1		\$ 126,003.00	\$ 134,768.00
Grand Total Group II		\$ 5,602.25	\$ 5,602.25
GREENVILLE TRANSFORMER	Grand Total	\$ 131,605.25	\$ 140,370.25

ITB 24-052 Bid Proposal			
Annual Service Agreement for Repair & Rebuild of Transformers			
(All Quantities are estimates. Actual number to be repaired will vary)			

I. Transformer Repair & Rewind Cost Per Transformer				
Pricing should include cost of oil, pressure relief valve, gaskets, PCB test, labeling, and repair tag, no load loss and load loss testing.				
EMERALD TRANSFORMERS				
A. Single-Phase Pole Mounted (Overhead) Transformer				
Category I for emergency purposes	Category II for Bid Evaluation		Vendor Proposal	Double Check
	Category II Item A	Total Cost	\$ 59,198.58	\$ 59,198.58
B. Single-Phase Pad-Mounted Transformer				
Category I for emergency purposes		Category II for Bid Evaluation	Vendor Proposal	Double Check
		Category II Item B	Total Cost	\$ 136,947.00
C. Three-Phase Pad-Mounted Transformer				
	Category II Item C	Total Cost	\$ 64,284.00	\$ 88,830.00
		Grand Total Group I	\$ 260,429.58	\$ 284,975.58
		Difference		\$ 24,546.00

II. Additional Parts				
A. POLEMOUNT			Vendor Proposal	Double Check
Item A Total Cost			\$ 1,444.25	\$ 1,444.25
B. PADMOUNT				Double Check
Part	Est. Qty	Unit Cost	Total Cost	
Item B Total Cost			\$ 4,290.75	\$ 4,290.75
Grand Total Group II			\$ 5,735.00	\$ 5,735.00

EMERALD TRANSFORMERS		Vendor Proposal	Double Check
Grand Total Group I		\$ 260,429.58	\$ 284,975.58
Grand Total Group II		\$ 4,290.75	\$ 4,290.75
EMERALD TRANSFORMERS	Grand Total	\$ 264,720.33	\$ 289,266.33

EXHIBIT B
BID#24-052 AWARD

ITB 24-052 Bid Proposal
Annual Service Agreement for Repair & Rebuild of Transformers
(All Quantities are estimates. Actual number to be repaired will vary)

I. Transformer Repair & Rewind Cost Per Transformer			
Pricing should include cost of oil, pressure relief valve, gaskets, PCB test, labeling, and repair tag, no load loss and load loss testing.			
EMERALD TRANSFORMERS -REWINDNG'			
A. Single-Phase Pole Mounted (Overhead) Transformer -			
Category I for emergency purposes	Category II	Vendor Proposal	Double Check
Category II Item A	Total Cost	\$ 61,949.71	\$ 61,949.71
B. Single-Phase Pad-Mounted Transformer			
Category I for emergency purposes	Category II	Vendor Proposal	Double Check
Category II Item B	Total Cost	\$ 290,258.40	\$ 290,258.40
C. Three-Phase Pad-Mounted Transformer			
Category II Item C	Total Cost	\$ 111,177.30	\$ 139,766.50
Grand Total Group I		\$ 463,385.41	\$ 491,974.61
		Difference	\$ 28,589.20

EMERALD TRANSFORMERS REWINDING COSTS- REWINDING COST		Vendor Proposal	Double Check
Grand Total Group I		\$ 463,385.41	\$ 491,974.61
Grand Total Group IV		\$ -	\$ -
Emerald Transformers	Grand Total	\$ 463,385.41	\$ 491,974.61

July 25, 2024

Item No. 6.6.

Resolution to Homeland Security for X-Ray Machine for Bomb Squad

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution authorizing the Chief of Police as the authorized official to execute documents necessary for the release of grant funds from the Homeland Security Division for Bomb Squad X-ray equipment.

Relationship to Strategic Goals:

Good governance

Recommendation(s): Recommend Council approve the resolution accepting the grant.

Summary: The College Station Bomb Squad is a regional asset covering seven counties. The previous x-Ray machine the Bomb Squad was using is at the end of life. The replacement of the x-Ray machine is needed to help diagnose and identify improved explosive devices accurately while minimizing danger to the Bomb Squad and the public. We began the application for a grant to cover this cost in December 2023, and have been notified that we will be funded for this purchase through the Homeland Security grant.

Budget & Financial Summary: Approving the resolution will authorize us to receive a grant for \$30,289.50 to purchase the x-Ray machine for the Bomb Squad.

Attachments:

1. FY 25 Homeland Security Grant Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE APPLICATION NECESSARY DOCUMENTS TO SUBMIT TO THE OFFICE OF THE GOVERNOR FOR GRANT FUNDS HOMELAND SECURITY GRANTS DIVISION FOR GRANT FUNDS FOR THE PURCHASE OF A BOMB SQUAD SCOUT X - X-RAY MACHINE ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES ARISING DURING THE APPLICATION PROCESS.

WHEREAS, the City Council of College Station finds it in the best interest of the citizens of College Station that the College Station Police Department Bomb Squad be operated for 2025; and

WHEREAS, the City of College Station agrees to provide applicable matching funds for the Bomb Squad Scout X - X-Ray Machine as required by the Office of the Governor Homeland Security Grants Division application; and

WHEREAS, the City of College Station agrees that in the event of loss or misuse of the Office of the Governor funds, the City of College Station assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of College Station designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of College Station.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of College Station hereby approves the submission of the Bomb Squad Scan X - X-Ray Machine application grant application to the Office of the Governor, Homeland Security Grants Division.

PART 1: That the City Council hereby authorizes the Chief of Police as the authorized official to execute documents necessary for the submission of the Bomb Squad Scout X X-Ray Machine application, with Application Number **5038201**, for Homeland Security Grants Division to the Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the Chief of Police as the authorized official is given the power to apply for, accept, reject, alter or terminate the Bomb Squad Scan X – X-Ray Machine grant application on behalf of the City of College Station.

PART 3: That the City of College Station agrees in the event of loss or misuse of the funds, the City of College Station assures the funds will be returned in full.

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

ADOPTED this ____ day of _____, 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

July 25, 2024

Item No. 6.7.

Approval and implementation of the Brazos County Interjurisdictional Emergency Management Basic Plan

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Brazos County Interjurisdictional Emergency Management Basic Plan.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Recommend council approve the plan.

Summary: This Basic Plan outlines our approach to emergency operations and is applicable to the counties and cities. It provides general guidance for emergency management activities and an overview of our methods of prevention, protection, mitigation, response, and recovery. The plan describes our emergency response organization and assigns responsibility for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies.

Budget & Financial Summary: None.

Attachments:

1. Basic Plan - 2024

EMERGENCY MANAGEMENT PLAN

FOR

**BRAZOS COUNTY, TEXAS A&M
UNIVERSITY AND THE CITIES OF
BRYAN, COLLEGE STATION, KURTEN
AND WIXON VALLEY**

JULY 2024

APPROVAL & IMPLEMENTATION

**The Brazos County Interjurisdictional
Emergency Management Plan**

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

County Judge, Brazos County

Date

Mayor, City of Bryan

Date

Mayor, City of College Station

Date

Mayor, City of Kurten

Date

Mayor, City of Wixon Valley

Date

Chief Operating Officer, Texas A&M University

Date

RECORD OF CHANGES

Basic Plan

Change #	Date of Change	Change Entered By	Date Entered

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BASIC PLAN

I. AUTHORITY

A. Federal

1. U. S. Constitution, as amended
2. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
3. 42 S. Code- 5170 (2013, January 29) Procedure for Declaration
4. Price- Anderson Amendments Act of 1988, Public Law 100-408, as amended
5. Post-Katrina Emergency Management Reform Act (PKEMRA), 2006
6. Housing and Economic Recovery Act of 2008
7. Sandy Recovery Improvement Act (SRIA) of 2013
8. Disaster Recovery Reform Act of 2018
9. 42 United States Chapter 68 Disaster Relief Sub Chapter IV. Major Disaster Assistance Programs Section Code 5170 (2023, January 3, 2022). Procedure for Declaration
10. The National Security Strategy, October 2022
11. Emergency Alert System, Code of Federal Regulations (CFR) 47, Chapter 1, Subchapter A, Part 11
12. Emergency Management and Assistance, Code of Federal Regulations, (CFR) 44
13. Emergency Planning and Community Right-to-Know Act Section 301
14. Emergency Management and Assistance Compact, Public Law 104-321
15. Executive Orders of the President
 - Homeland Security Presidential Directive, *HSPD-3*: Homeland Security Advisory System
 - Homeland Security Presidential Directive. *HSPD-5*: Management of Domestic Incidents
 - Homeland Security Presidential Directive, *HSPD-7*: Critical Infrastructure Identification, Prioritization, and Protection, December 2003
 - Homeland Security Presidential Directive, *HSPD-8*: National Preparedness, March 2011
 - Executive Order 13347, Federal Register, Individuals with Disabilities in Emergency Preparedness
 - National Incident Management System
 - National Response Plan
 - National Strategy for Homeland Security, July 2002
 - Nuclear/Radiological Incident Annex of the National Response Plan
 - Presidential Policy Directive 8: National Preparedness

B. State

1. Constitution of the State of Texas
2. Respective state agency, department, and commission-enabling legislation
3. Texas Education Code 88
4. State of Texas Emergency Management Basic Plan
5. Texas Government Code

- 411.301-307 Power Outage Alert
 - 418 Emergency Management
 - 421 Homeland Security
 - 433 State of Emergency
 - 791.006 Liability in the Fire Protection Contract or Provision of Law Enforcement Services
 - 791.025 Contracts for Purchases
 - 791.027 Emergency Assistance
6. Texas Health & Safety Code 773 Emergency Medical Services
 7. Texas Health & Safety Code 778 Emergency Management Assistance Compact
 8. Texas Local Government Code
 - 616 Emergency Interim Public Office Succession Act
 - 391 Regional Planning Commissions
 - Texas Water Code 13 Water Rates and Services
 - Subtitle C, 16 Provisions Generally Applicable to Water Development
 9. Executive Orders of the Government
 - GA 05 Relating to Emergency Management of Natural and Human- Caused Events, Emergencies and Disasters (2018)
 - RP 16 Relating to the Creation of the Statewide Amber Alert Network (2002)
 - RP 40 Relating to the Designation of the National Incident Management System as the Incident Management System for the State of Texas (2005)
 - RP 68 Relating to the Creation of the Blue Alert Program (2008)
 - RP 69 Relating to the Creation of the Governor's Commission for Disaster Recovery and Renewal (2008)
 10. Texas Homeland Security Strategic Plan 2021-2025
 11. Texas State Historical Association (2022). Texas Almanac. (E. Alvarez, Ed) Dallas: Texas State Historical Commission

C. Local

1. College Station City Ordinance # 3180 dated May 18, 2009.
2. Bryan City Ordinance # 621 dated August 11, 1986.
3. Wixon Valley City Ordinance # 108 dated August 7, 1987.
4. Kurten City Ordinance #11, dated March 27, 2003
5. Brazos County Commissioner's Court Order dated October 8, 1984.
6. Interjurisdictional Joint Resolution # 9-25-97-6-b among the County of Brazos and the Cities of College Station, Bryan, Kurten and Wixon Valley dated August 15, 1997; and September 16, 2003.
7. Inter-local Agreements & Contracts. See the summary in Attachment 6.

II. PURPOSE

This Basic Plan outlines our approach to emergency operations and is applicable to the county, cities, and Texas A&M University. It provides general guidance for emergency management activities and an overview of our methods of prevention, protection, mitigation, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official(s), other elected officials and university administrators, the

emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our prevention, protection, mitigation, response, and recovery efforts.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
ARC	American Red Cross
CFR	Code of Federal Regulations
DDC	Disaster District Committee
DHS	Department of Homeland Security
EMC	Emergency Management Coordinator
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Material
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
NIMS	National Incident Management System
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOGs	Standard Operating Guidelines
SOPs	Standard Operating Procedures
SOC	State Operations Center
TSA	The Salvation Army
VOADs	Volunteer Organizations Active in Disasters

B. Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met, and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.
2. Disaster District. Per Texas Government Code § 418.113, the state is divided into 24 disaster districts to engage in homeland security preparedness and response activities. The boundaries of the disaster districts must coincide with the geographic boundaries of

the state planning regions established by the governor under Local Government Code § 391.

3. Disaster District Committee. Established for each disaster district and is composed of local representatives of the state agencies, boards, and commissions and organized volunteer groups with representation on the Texas Emergency Management Council. Each disaster district committee must coordinate with political subdivisions within the disaster district to ensure that state and federal emergency assets are made available as needed to provide the most efficient and effective response possible.
4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
5. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster ensuring the needs of the whole community are addressed.
6. Emergency Situations. As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
 - a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
 - 1) Involves a limited area and/or limited population.
 - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
 - 3) Warning and public instructions are provided in the immediate area, not community wide.
 - 4) One or two local response agencies or departments acting under an Incident Commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
 - 5) May require limited external assistance from other local response agencies or contractors.
 - 6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.
 - b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
 - 1) Involves a large area, significant population, or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) May require community-wide warning and public instructions.
 - 4) Requires a sizable multi-agency response operating under an Incident Commander.
 - 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
 - 6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.

- 7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”
- c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle its organic resources. Characteristics include:
 - 1) Involves a large area, a sizable population, and/or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) Requires community-wide warning and public instructions.
 - 4) Requires a response by all local response agencies operating under one or more incident commanders.
 - 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
 - 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
 - 7) For the purposes of the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.
7. Hazard Analysis. A document published separately from this plan identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
8. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. A substance that is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed (Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances).
9. Incident of National Significance. An actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of federal, state, local, tribal, nongovernmental, and/or private sector entities to save lives and minimize

damage and provide the basis for long-term communication recovery and mitigation activities.

10. Inter-local agreements. Arrangements between governments and/or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
11. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
12. Standard Operating Guidelines. Approved methods for accomplishing a task or set of tasks. SOGs are typically prepared at the department or agency level.

IV. SITUATION AND ASSUMPTIONS

A. Situation

Brazos County is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1

HAZARD SUMMARY

Hazard Type:	Likelihood of Occurrence*	Estimated Impact on Public Health & Safety	Estimated Impact on Property
	(See below)	Limited/Moderate/Major	Limited/Moderate/Major
<i>Natural</i>			
Drought	HIGHLY LIKELY	LIMITED	MODERATE
Earthquake	UNLIKELY	LIMITED	LIMITED
Flash Flooding	HIGHLY LIKELY	MODERATE	LIMITED
Flooding (river)	HIGHLY LIKELY	MODERATE	LIMITED
Hurricane	UNLIKELY	LIMITED	LIMITED
Subsidence	UNLIKELY	LIMITED	LIMITED
Tornado	UNLIKELY	MAJOR	MAJOR
Wildfire	HIGHLY LIKELY	LIMITED	MODERATE
Winter Storm	UNLIKELY	LIMITED	LIMITED
Infectious Disease	UNLIKELY	MAJOR	LIMITED
<i>Technological</i>			
Dam Failure	UNLIKELY	MODERATE	MODERATE
Energy/Fuel Shortage	OCCASIONAL	MODERATE	LIMITED
Hazmat/Oil Spill (fixed site)	OCCASIONAL	MODERATE	MODERATE
Hazmat/Oil Spill (transport)	LIKELY	MODERATE	MODERATE
Major Structural Fire	HIGHLY LIKELY	MODERATE	MAJOR
Nuclear Facility Incident	UNLIKELY	MODERATE	MODERATE

Water System Failure	OCCASIONAL	MODERATE	MODERATE
Electrical System Failure	LIKELY	MODERATE	MODERATE
Aircraft Incident	UNLIKELY	LIMITED	LIMITED
<i>Security</i>			
Civil Disorder	UNLIKELY	MODERATE	MODERATE
Enemy Military Attack	UNLIKELY	MAJOR	MAJOR
Terrorism	UNLIKELY	MAJOR	MAJOR
Active Attacker	UNLIKELY	MAJOR	MODERATE
* Likelihood of Occurrence: Unlikely, Occasional, Likely, or Highly Likely			

B. Assumptions

1. Brazos County will continue to be exposed to and subject to the impact of the hazards described above and as well as lesser hazards and others that may develop in the future.
2. It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning. Major disasters and emergencies may generate widespread media and public interest; information provided to the public needs to be accurate, timely, and reviewed by a designated Public Information Officer or Officers. The media must be considered an ally in large-scale emergencies and disasters; it can provide considerable assistance in emergency public information and warning.
3. Outside assistance will be available in most emergency situations affecting our county. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis. Further, disasters and emergencies may require extended commitment of personnel and other resources from involved agencies and jurisdictions.
4. Proper mitigation actions, such as floodplain management, fire inspections, and building inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

Disasters and emergencies may pose serious long-term threats to public health, property, the environment, and local economy. While responding to significant disasters and emergencies, all strategic decisions must consider each of these potential impacts.

5. All EOC staff have read the Basic Emergency Plan and its supporting documents and are prepared to work in the EOC environment.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property. Emergency operations address the entire

spectrum of contingencies, ranging from relatively minor incidents such as utility failure, to large-scale disasters such as major flash flooding. Some emergencies will be preceded by a build-up period, which, if recognized, may offer advance warning to potentially affected areas and populations. Other emergencies occur with little or no advanced warning, and therefore require a response characterized by efficient and coordinated mobilization and deployment of local resources. This section of the plan outlines how the plan will be activated and implemented, with the purpose of protecting lives, property, and the environment of Brazos County as a whole.

B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for, and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives, property, and the environment of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, prevention, protection, response, and recovery). This plan captures the elements of the National Preparedness Goal.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, Annex A (Warning) addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because

personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

8. We have adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of National Significance, as defined in HSPD-5, we will integrate all operations with all levels of government, private sector, and nongovernmental organizations using the NRF coordinating structures, processes, and protocols.

C. Operational Guidance

We will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details of the NIMS.

1. Initial Response. Our emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local officials and seek technical assistance from state and federal agencies and industry where appropriate.
2. Implementation of ICS
 - a. The first local emergency responder to arrive at the scene of an emergency will implement the incident command system and serve as the Incident Commander until relieved by a more senior or more qualified individual. The Incident Commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
 - b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warnings to the public. As the potential threat becomes clearer and a specific impact site (or sites) identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.

3. Source and Use of Resources.

- a. We will use our own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, we will:
 - 1) Summon those resources available to us pursuant to inter-local agreements. See Attachment 6 to this plan.
 - 2) Summon emergency service resources that we have contracted for. See Attachment 6.
 - 3) Request assistance from volunteer organizations active in disasters.
 - 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.
- b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by our Incident Commander, which will be in accordance with the NIMS.

D. Incident Command System (ICS)

1. We intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.
2. The Incident Commander is responsible for carrying out the ICS function of command -- managing the incident. The other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. However, some incidents involve intensive intelligence gathering and investigative activity, and for such incidents, the Incident Commander or Unified Command may opt to reconfigure intelligence and investigations responsibilities to meet the needs of the incident. This may occur when the incident involves a criminal or terrorist act and/or other non-law-enforcement intelligence/investigations efforts such as epidemiological investigations.

For small-scale incidents, the Incident Commander and one or two individuals may perform all these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.

3. An Incident Commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.

4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Commands.

E. ICS - EOC Interface

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The Incident Commander is generally responsible for field operations, including:
 - a. Isolating the scene.
 - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
 - c. Warning the population in the area of the incident and providing emergency instructions/information to them.
 - d. Determining and implementing protective measures (evacuation or shelter-in-place) for the population in the immediate area of the incident and for emergency responders at the scene.
 - e. Implementing traffic control arrangements in and around the incident scene.
 - f. Notifying the appropriate EMC and requesting additional resources as needed.
3. The EOC is generally responsible for:
 - a. Providing resource support for incident command operations.
 - b. Issuing community-wide warning.
 - c. Issuing instructions and providing information to the general public.
 - d. Organizing and implementing large-scale evacuation.
 - e. Organizing and implementing shelter and mass care arrangements for evacuees.
 - f. Coordinating traffic control for large-scale evacuations.
 - g. Requesting assistance from the State and other external sources.
 - h. Working with the chief elected officials of the jurisdictions to declare a local state of disaster or emergency as needed as well as requesting disaster recovery assistance.
4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.
5. Two or more distinct incidents in the same general area that, by management action, are managed under a single incident commander or unified command in order to improve efficiency and simplify incident management processes is also known as an Incident Complex.

F. State, Federal & Other Assistance

1. State & Federal Assistance

- a. If local resources are inadequate to deal with an emergency situation, the EOC will request assistance from the State. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.
- b. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson, who is located at the Texas A&M University System RELLIS Campus in Bryan, Texas. See Appendix 3 to Annex M (Resource Management) for a form that can be used to request state assistance. In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official (the County Judge/Mayor(s)) or designee and may be made via STAR board in WebEOC, email, or telephone. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, except for the National Guard. Use of National Guard resources require approval of the Governor.
- c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

2. Other Assistance

- a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The National Response Framework (NRF) describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Nuclear/Radiological Incident Annex of the NRF* addresses the federal response to major incidents involving radioactive materials.
- c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration.

- d. See Annex J (Recovery) for additional information on the assistance that may be available during disaster recovery.
- e. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the chief elected official, with a number of powers to control emergency situations. If necessary, we shall use these powers during emergency situations. These powers include:
 - a. Emergency Declaration. In the event of riot or civil disorder, the County Judge and/or Mayor(s) may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. The use of the emergency declaration is explained in Annex U (Legal).
 - b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the County Judge and/or Mayor(s) may by Executive Order or proclamation declare a local state of disaster without the consent of either the city council or county commissioners, respectively. However, the declaration may last no longer than seven days unless continued by the city council or county commissioners. The County Judge and/or Mayor(s) may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act on an appropriate local scale in order to cope with the disaster. These powers include:
 - 1) Suspending procedural laws and rules to facilitate a timely response.
 - 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
 - 3) Restricting the movement of people and occupancy of premises.
 - 4) Prohibiting the sale or transportation of certain substances.
 - 5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U (Legal) for further information on disaster declarations and procedures for invoking emergency powers.

- c. Authority for Evacuations. State law provides a County Judge or Mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

H. Actions by Phases of Emergency Management

1. This plan addresses emergency actions that are conducted during all five phases of emergency management.

- a. Prevention

Local Emergency Management and its partners will conduct activities that will lead to the prevention and avoidance of an imminent, threatened, or actual act of terrorism.

- b. Protection

Local Emergency Management and its partners will conduct preparedness activities to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOGs.
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting periodic drills and exercises to test our plans and training.

- c. Mitigation

Local Emergency Management and its partners will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P (Mitigation).

- d. Response

We will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties, property damage, and impacts to the environment. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

- e. Recovery

If a disaster occurs, we will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery

focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions.

Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J (Recovery).

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our governmental organization for emergencies includes an executive group, emergency services group, and a support services group. Attachment 3 depicts our emergency organization.

2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the County Judge, Mayor(s), City Manager(s), University Executive(s), and Emergency Management Coordinator(s).

3. Emergency Services

Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The Incident Commander is the person in charge at an incident site.

4. Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

5. Volunteer and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found in the functional annexes to this Basic Plan.

3. Executive Group Responsibilities

- a. The County Judge and/or Mayor(s) and/or University Executives will:

- 1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
 - 2) Monitor the emergency response during disaster situations and provide direction where appropriate.
 - 3) With the assistance of the Public Information Officer (PIO) and the Joint Information Center (JIC), keep the public informed during emergency situations.
 - 4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary (except University Executives).
 - 5) Request assistance from other local governments or the State when necessary.
 - 6) Direct activation of the EOC.

- b. The County Judge, Mayor(s), City Manager(s), University Assistant VP for Safety and Security and EMC(s) will:

- 1) Implement the policies and decisions of the governing body relating to emergency management.
 - 2) Organize the emergency management program and identifies personnel, equipment, and facility needs.
 - 3) Assign emergency management program tasks to departments and agencies.

- 4) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
 - 5) Coordinate the operational response of local emergency services.
 - 6) Coordinate activation of the EOC and supervise its operation.
- c. The Emergency Management Coordinator(s) will:
- 1) Serve as the staff advisor to our County Judge, Mayor(s), and City Manager(s) on emergency management matters.
 - 2) Keep the County Judge, Mayor(s), and City Manager(s), as well as our governing body, apprised of our preparedness status and emergency management needs.
 - 3) Coordinate local planning and preparedness activities and the maintenance of this plan.
 - 4) Prepare and maintain a resource inventory.
 - 5) Arrange appropriate training for local emergency management personnel and emergency responders.
 - 6) Coordinate periodic emergency exercises to test our plan and training.
 - 7) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
 - 8) Activate the EOC when required.
 - 9) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
 - 10) Coordinate with organized volunteer groups and businesses regarding emergency operations.
4. Common Responsibilities.
- All emergency services and support services will:
- a. Provide personnel, equipment, and supplies to support emergency operations as able, upon request.
 - b. Develop and maintain SOGs for emergency tasks.
 - c. Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.

- d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M (Resource Management).
 - e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.
5. Emergency Services Responsibilities.
- a. The Incident Commander will:
 - 1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.
 - 2) Determine and implement required protective actions for response personnel and the public at an incident site.
 - b. Warning.
 - 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or County Sheriff who, with assistance from the EMC(s), will prepare and maintain Annex A (Warning) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Receive information on emergency situations.
 - b) Alert key local officials of emergency situations.
 - c) Disseminate warning information and instructions to the public through available warning systems ensuring the needs of the whole community are addressed.
 - d) Disseminate warnings and instructions to special facilities such as schools and hospitals.
 - c. Communications.
 - 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or County Sheriff who, with assistance from the EMCs, will prepare and maintain Annex B (Communications) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Identify the communications systems available within the local area and determine the connectivity of those systems and ensure their interoperability.
 - b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
 - c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

d. Radiological Protection.

- 1) Primary responsibility for this function is assigned to the Fire Chief(s) who, with assistance from the EMCs, will prepare and maintain Annex D (Radiological Protection) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Maintain inventory of radiological equipment.
 - b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
 - c) Respond to radiological incidents and terrorist incidents involving radiological materials.
 - d) Make notification concerning radiological incidents to state and federal authorities.

e. Evacuation.

- 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or Sheriff who, with assistance from the EMCs, will prepare and maintain Annex E (Evacuation) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Identify areas where an evacuation has occurred, or may in the future, and determine the population at risk.
 - b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
 - c) Develop simplified planning procedures for ad hoc evacuations.
 - d) Determine emergency public information requirements.
 - e) Perform evacuation planning for functional and access needs facilities (schools, hospitals, nursing homes, and other institutions) and/or review plans prepared by the facility as requested.

f. Firefighting.

- 1) Primary responsibility for this function is assigned to the Fire Chief(s) who, with assistance from the EMCs, will prepare and maintain Annex F (Firefighting) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Fire prevention activities.
 - b) Fire detection and control.
 - c) Hazardous material and oil spill response.
 - d) Terrorist incident response.
 - e) Evacuation support.
 - f) Post-incident reconnaissance and damage assessment.
 - g) Fire safety inspection of temporary shelters.
 - h) Prepare and maintain fire resource inventory.

g. Law Enforcement.

- 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or Sheriff who, with assistance from the EMCs, will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Maintenance of law and order.
 - b) Traffic control.
 - c) Terrorist incident response.
 - d) Provision of security for vital facilities, evacuated areas, and shelters.
 - e) Access control for damaged or contaminated areas.
 - f) Warning support.
 - g) Post-incident reconnaissance and damage assessment.
 - h) Prepare and maintain law enforcement resource inventory.

h. Health and Medical Services.

- 1) Primary responsibility for this function is assigned to the Public Health Office, who with assistance from the EMCs, will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate health and medical support during emergency situations.
 - b) Public health information and education.
 - c) Inspection of food and water supplies.
 - d) Develop emergency public health regulations and orders.

i. Direction and Control.

- 1) Primary responsibility for this function is assigned to the County Judge and/or Mayor(s) and/or designated University Executives and EMCs who will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Direct and control our local operating forces.
 - b) Maintain coordination with neighboring jurisdictions and the Disaster District in Bryan, Texas.
 - c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
 - d) Assign representatives, by title, to report to the EOC and develops procedures for crisis training.
 - e) Develop and identify the duties of the staff, use of displays and message forms, and procedures for EOC activation.
 - f) Coordinate the evacuation of areas at risk.

j. Hazardous Materials & Oil Spill.

- 1) The primary responsibility for this function is assigned to the Fire Chief(s) who, with assistance from the EMCs will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
 - b) Establish the hazmat incident functional areas (e.g., Hot Zone, Warm Zone, Cold Zone, etc.)
 - c) Determine and implement requirements for personal protective equipment for emergency responders.
 - d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOGs.
 - e) Determine areas at risk and which public protective actions, if any, should be implemented.
 - f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
 - g) Determine when affected areas may be safely reentered.

k. Search & Rescue.

- 1) The primary responsibility for this function is assigned to the Fire Chief(s) who, with assistance from the EMCs, will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and conduct search and rescue activities.
 - b) Identify requirements for specialized resources to support rescue operations.
 - c) Coordinate external technical assistance and equipment support for search and rescue operations.

l. Terrorist Incident Response.

- 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or Sheriff who, with assistance from the EMCs, will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
 - b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
 - c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.

- d) Ensure required notification of terrorist incidents is made to state and federal authorities.
- 6. Support Services Responsibilities.
 - a. Shelter and Mass Care.
 - 1) Primary responsibility for this function is assigned to the EMCs who will prepare and maintain Annex C (Shelter and Mass Care) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Perform emergency shelter and mass care planning.
 - b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.
 - b. Public Information.
 - 1) Primary responsibility for this function is assigned to the Chief Elected Officials and County, City and/or Texas A&M University Public Information Officers who, with assistance from the EMCs will prepare and maintain Annex I (Public Information) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Establish a Joint Information Center (JIC).
 - b) Conduct on-going hazard awareness and public education programs.
 - c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
 - d) Provide information to the media and the public during emergency situations.
 - e) Arrange for media briefings.
 - f) Compiles print and photo documentation of emergency situations.
 - c. Recovery.
 - 1) Primary responsibility for this function is assigned to the EMCs and/or Finance Director(s) and Tax Assessor. The EMCs will prepare and maintain Annex J (Recovery) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
 - b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
 - c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.

- d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Public Works & Engineering.

- 1) Primary responsibility for this function is assigned to the County Engineer and/or City Public Works Director(s) who, with assistance from the EMC, will prepare and maintain Annex K (Public Works & Engineering) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Protect government facilities and vital equipment where possible.
 - b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
 - c) Direct temporary repair of vital facilities.
 - d) Restore damaged roads and bridges.
 - e) Restore waste treatment and disposal systems.
 - f) Arrange for debris removal.
 - g) General damage assessment support.
 - h) Building inspection support.
 - i) Provide specialized equipment to support emergency operations.
 - j) Support traffic control and search and rescue operations.

e. Utilities.

- 1) Primary responsibility for this function is assigned to the Public Utilities Director(s) who, with assistance from the EMCs, will prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Prioritize restoration of utility service to vital facilities and other facilities.
 - b) Arrange for the provision of emergency power sources where required.
 - c) Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
 - d) Assess damage to, repair, and restore public utilities.
 - e) Monitor recovery activities of privately owned utilities.

f. Resource Management.

- 1) Primary responsibility for this function is assigned to the EMCs, who will seek guidance and assistance as needed from Human Resources Directors, Finance Directors, and Purchasing Officials. The EMCs will prepare and maintain Annex M (Resource Management) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Maintain an inventory of emergency resources.

- b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
- c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
- d) Establish emergency purchasing procedures and coordinate emergency procurements.
- e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
- f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
- g) Establish staging areas for resources, if required.
- h) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
- i) Maintain records of emergency-related expenditures for purchases and personnel.

g. Human Services.

- 1) Primary responsibility for this function is assigned to the EMCs, who will seek guidance and assistance as needed from local volunteer groups and/or organized disaster relief agencies. EMCs will prepare and maintain Annex O (Human Services) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Identify emergency feeding sites.
 - b) Identify sources of clothing for disaster victims.
 - c) Secure emergency food supplies.
 - d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
 - e) Coordinate special care requirements for disaster victims such as the aged, functional and access needs individuals, and others.
 - f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation.

- 1) The primary responsibility for this function is assigned to the EMCs, who with assistance from the Hazard Mitigation Coordinator, will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Maintain the local Hazard Analysis.
 - b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
 - c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.

d) Coordinate and carry out post-disaster hazard mitigation program.

i. Transportation.

- 1) The primary responsibility for this function is assigned to the EMCs and Transportation Director(s)/Supervisor(s) who will prepare and maintain Annex S (Transportation) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Identifies local public and private transportation resources and coordinates their use in emergencies.
 - b) Coordinates deployment of transportation equipment to support emergency operations.
 - c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
 - d) Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

j. Donations Management.

- 1) The primary responsibility for this function is assigned to The Salvation Army, who, with assistance from the EMC(s), will prepare and maintain Annex T (Donations Management) to this plan and supporting SOGs. The United Way of the Brazos Valley will be tasked with soliciting and managing financial donations.
- 2) Emergency tasks to be performed include:
 - a) Compile resource requirements identified by the Resource Management staff.
 - b) Solicit donations to meet known needs.
 - c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
 - d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

k. Legal.

- 1) The primary responsibility for this function is assigned to the City Attorney and/or County Attorney and/or Texas A&M University System Office of General Council who, with assistance from the EMC(s), will prepare and maintain Annex U (Legal) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
 - b) Review and advise our officials on possible legal issues arising from disaster operations.

- c) Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.
 - d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.
- I. Department and agency heads that are not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of their chief elected official(s).

7. Volunteer & Other Services.

- a. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:

- 1) HEART OF TEXAS Chapter of the American Red Cross, office is located in Bryan and Waco, Texas.

Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance (if available) to those affected by emergency situations. The Red Cross also provides feeding for emergency workers.

- 2) The Salvation Army.

Provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated goods including food clothing, and household items. Also provides referrals to government and private agencies for special services.

- 3) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

- 4) ARES/RACES.

The Amateur Radio Emergency Service/Radio Amateur Civil Emergency Service provides amateur radio support for emergency operations, including communications support in the EOC.

- b. Business Support.

There are no pre-positioned contracts with the following local businesses, but these companies have previously agreed to provide support for emergency operations:

- 1) HEB
- 2) Lowes
- 3) Home Depot
- 4) Walmart

VII. DIRECTION AND CONTROL

A. General

1. The County Judge and/or Mayor(s), and/or the University Chief Operating Officer is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, the CEO(s) may carry out those responsibilities from the EOC.
2. The EMC(s) will provide overall direction of the response activities of all our departments. During major emergencies and disasters, he/she will normally carry out those responsibilities from the EOC.
3. The EMC(s) will manage the EOC.
4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.
5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and agency are responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such as common communications protocol, may be adopted to facilitate a coordinated effort.
6. If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V.F of this plan; see also the Request for Assistance form in Annex M, Appendix 3. External agencies are expected to conform to the general guidance and direction provided by our senior decision-makers.

B. Emergency Facilities

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.
2. Emergency Operating Center (EOC). When major emergencies and disasters have occurred or appear imminent, we will activate our EOC, which is located in Bryan, TX near the Brazos County Courthouse.

3. The following individuals are authorized to activate the EOC:
 - a. County Judge and/or EMC
 - b. Mayor(s), City Manager(s) and/or the EMC(s)
 - c. University President, University Chief Operating Officer and/or University EM personnel
4. The general responsibilities of the EOC are to:
 - a. Assemble accurate information on the emergency situation and current resource data to allow local officials to make informed decisions on courses of action.
 - b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
 - c. Provide resource support for emergency operations.
 - d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
 - e. Organize and activate large-scale evacuation and mass care operations.
 - f. Provide emergency information to the public.
5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N (Direction and Control). The interface between the EOC and the incident command post is described in paragraph V.E above.
6. Our alternate EOC is located at Kyle Field Command, 756 Houston Street, on the Texas A&M University Campus in College Station, TX. This facility will be used if our primary EOC becomes unusable.
7. We have a mobile command and control vehicle, operated by the City of Bryan Fire Department, which may be used as an incident command post.

C. Line of Succession

1. The line of succession for the County Judge is:
 - a. County Judge
 - b. County Judge Pro-Tem
 - c. County Commissioners (in order of their seniority on the Commissioners' Court)
2. The line of succession for the Mayor is:
 - a. Mayor
 - b. Mayor Pro-Tem
 - c. City Council Members (in order of their seniority on the City Council)

3. The line of succession for the City Manager(s) is:
 - a. City Manager
 - b. Deputy/Assistant City Manager
 - c. Assistant City Manager (City of College Station); Public Works Director (City of Bryan)
4. The line of succession for the Texas A&M Chief Operating Officer is:
 - a. Chief Operating Officer
 - b. Executive Director of Emergency Management
 - c. Associate Director and/or Assistant Director of Emergency Management
5. The line of succession for the Emergency Management Coordinator is:
 - a. Emergency Management Coordinator
 - b. Deputy EMC or Assistant EMC
 - c. EMC from our interjurisdictional partners; Fire Chief or Assistant Fire Chief (City of Bryan)
6. The lines of succession for each of our department and agency heads shall be in accordance with the SOGs established by those departments and agencies.

VIII. READINESS LEVELS

- A.** Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. We use a four-tier system. Readiness Levels will be determined by the County Judge, and/or Mayors or, for certain circumstances, the Emergency Management Coordinator. General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs/SOGs.
- B.** The following Readiness Levels will be used as a means of increasing our alert posture.
 1. Level 4: Normal Conditions
 - a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
 - b. The normal operations of the government are not affected.
 2. Level 3: Increased Readiness
 - a. Increased Readiness refers to a situation that presents a greater potential threat than "Level 4" but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations like the following occur:

- 1) Tropical Weather Threat. A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on call.
 - 2) Tornado Watch. indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
 - 3) Flash Flood Watch. indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.
 - 4) Wildfire Threat. During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.
 - 5) Mass Gathering. For mass gatherings with or without a previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
- b. Declaration of "Level 3" will generally require the initiation of the "Increased Readiness" activities identified in each annex to this plan.
3. Level 2: High Readiness
- a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:
- 1) Tropical Weather Threat. A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.
 - 2) Tornado Warning. Issued when a tornado has been sighted in the vicinity or indicated by radar and might strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.
 - 3) Flash Flood Warning. Issued to alert persons that flash flooding is imminent or occurring on certain steams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, opening emergency shelters to house evacuees, and continuous situation monitoring.

- 4) Winter Storm Warning. Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.
 - 5) Mass Gathering. Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.
- b. Declaration of a “Level 2” will generally require the initiation of the “High Readiness” activities identified in each annex to this plan.

4. Level 1: Maximum Readiness

- a. Maximum Readiness refers to a situation where hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Level 2” event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.
- 1) Tropical Weather Threat. The evacuation decision period is nearing for an approaching tropical weather system that may impact the local area. Readiness actions may include continuous situation monitoring, full activation of the EOC, recommending precautionary actions for special facilities, pre-positioning emergency personnel and equipment for emergency operations, and preparing public transportation resources for evacuation support.
 - 2) Tornado Warning. A tornado has been sighted close to a populated area or is moving toward a populated area. Readiness actions may include taking immediate shelter and putting damage assessment teams on stand-by.
 - 3) Flash Flood Warning. Flooding is imminent or is occurring at specific locations. Readiness actions may include evacuations, putting rescue teams on alert, sheltering evacuees and/or others displaced by the flooding and continuous monitoring of the situation.
 - 4) Mass Gathering. Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notifying the DDC that assistance may be needed and keeping them apprised of the situation, and continuous situation monitoring is required.
- b. Declaration of “Level 1” will generally require the initiation of the “Maximum Readiness” activities identified in each annex to this plan.

IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. Should our local resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts entered into during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.
2. In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are identified.
3. The agreements and contracts pertinent to emergency management (that we are a party to) are summarized in Attachment 6.

B. Reports

1. Hazardous Materials Spill Reporting. If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q (Hazardous Materials and Oil Spill Response) for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.
2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N (Direction and Control) for the format and instructions for this report.
3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N (Direction and Control) for the format of and instructions for this report.
4. Other Reports. Several other reports covering specific functions are described in the annexes to this plan.

C. Records

1. Record Keeping for Emergency Operations

Our local governments are responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

- a. **Activity Logs.** The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
 - 1) Activation or deactivation of emergency facilities.
 - 2) Emergency notifications to other local governments and to state and federal agencies.
 - 3) Significant changes in the emergency situation.
 - 4) Major commitments of resources and/or requests for additional resources from external sources.
 - 5) Issuance of protective action recommendations to the public.
 - 6) Evacuations and road closures/impacts
 - 7) Casualties.
 - 8) Containment or termination of the incident.
- b. **Incident Costs.** All departments and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.
- c. **Emergency or Disaster Costs.** For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed records of costs for emergency operations to include:
 - 1) Personnel costs, especially overtime costs
 - 2) Equipment operations costs
 - 3) Costs for leased or rented equipment
 - 4) Costs for contract services to support emergency operations
 - 5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

2. Preservation of Records

- a. In order to continue normal government operations following an emergency situation or disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for the preparation of annexes to this plan will include protection of vital records in its SOPs/SOGs.
- b. If records are damaged during an emergency situation, we will seek professional assistance to preserve and restore them.

D. Training

It will be the responsibility of each agency director/department head to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience,

credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the County and/or City Attorney, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

F. Post-Incident and Exercise Review

The EMCs are responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

X. PLAN DEVELOPMENT AND MAINTENANCE
--

A. Plan Development

The County Judge, Mayors, and TAMU Chief Operating Officer are responsible for approving and promulgating this plan.

B. Distribution of Planning Documents

1. The Basic Plan and annexes to the Brazos County Interjurisdictional Plan are updated and then uploaded to bcdem.org/emergency/plans so that any individuals, departments, agencies, and organizations tasked in the Plan can have access readily to those documents. On occasion, certain information in the annexes may be redacted and copies should be distributed accordingly. A hard copy of the plan should be kept on hand at the CEOC in event access to critical infrastructure is lost.
2. The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who should receive notification of updates or changes to the Basic Plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts. In some cases, the plan may be distributed electronically or via the internet.

C. Review

The Basic Plan and its annexes shall be reviewed annually by local officials. The EMCs will establish a schedule for annual review of planning documents by those tasked in them.

D. Update

1. This plan will be updated based upon deficiencies identified during actual emergency situations, exercises, and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Basic Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the EMCs. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to Chapter 3 of the Texas Division of Emergency Management (TDEM) *Local Emergency Management Planning Guide* (TDEM-10).
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.
4. §418.043(4) of the Government Code provides that TDEM shall review local emergency management plans. The process for submitting new or updated planning documents to TDEM is described in Chapter 6 of the TDEM-10. The Brazos County EMC is responsible for submitting copies of planning documents to our TDEM Plans Section for review. This may be done electronically.

ATTACHMENTS:

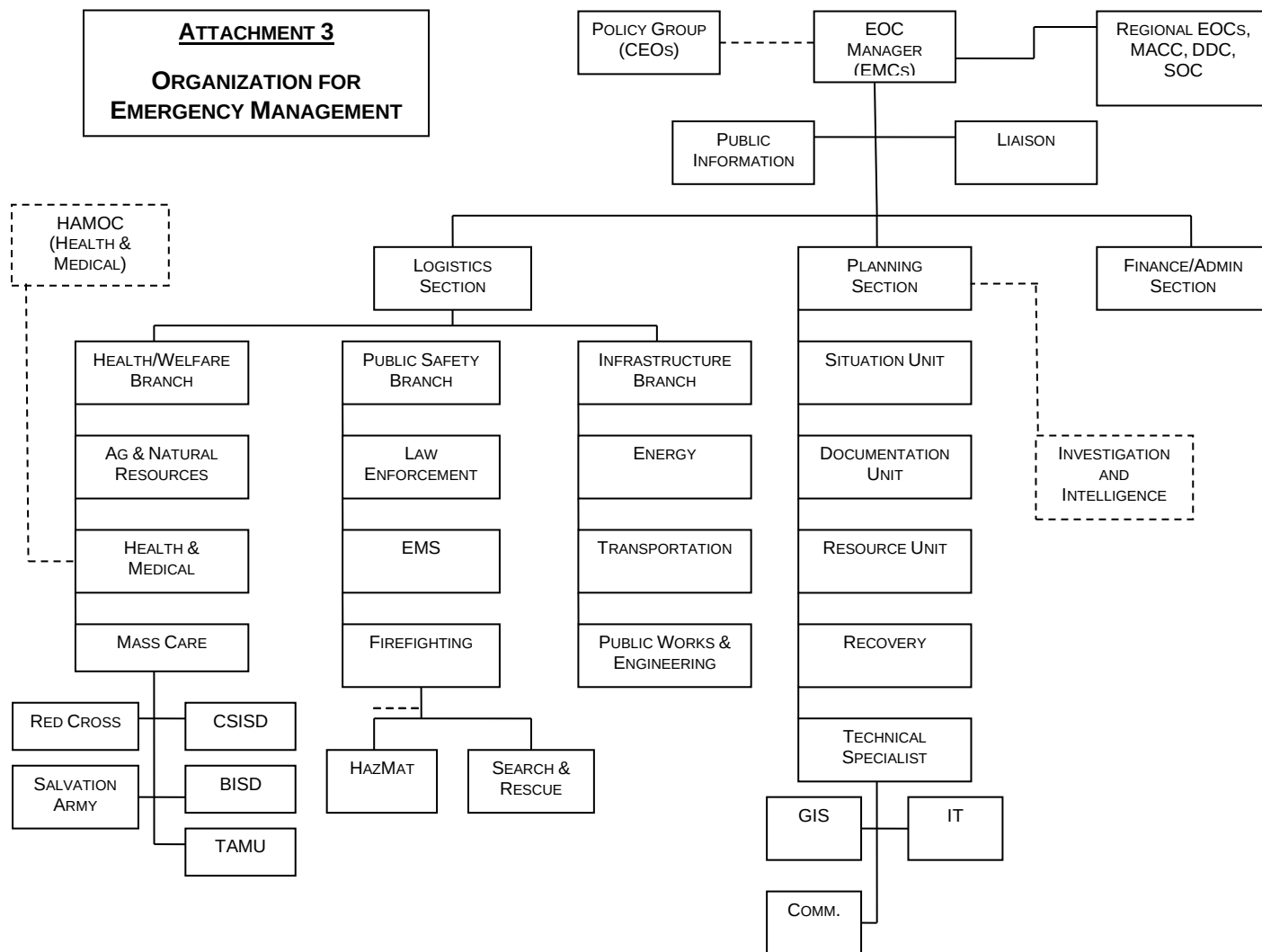
1. Distribution List
2. References
3. Organization for Emergencies
4. Functional Responsibility Matrix
5. Annex Assignments
6. Summary of Agreements & Contracts
7. National Incident Management System

ATTACHMENT 1 - DISTRIBUTION LIST WILL BE DISTRIBUTED ELECTRONICALLY THROUGH THE BRAZOS COUNTY EMERGENCY MANAGEMENT WEBSITE

<u>Jurisdiction/Agency Plan</u>	<u>Basic Plan</u>	<u>Annexes</u>
EOC	Yes	All
County Judge/Mayors	Yes	All
City Managers	Yes	All
Each County Commissioner	Yes	All
EMCs	Yes	All
City Secretary/Asst. to the Judge	Yes	All
County Sheriff	Yes	All
Police Chiefs	Yes	All
Each Constable	Yes	All
Fire Chiefs/Fire Marshals	Yes	All
Community Supervision	Yes	All
County Health Officer	Yes	All
Finance Directors/Tax Assessor	Yes	All
City Public Works Directors/County Engineer	Yes	All
Public Utilities Directors	Yes	All
Human Resources Directors	Yes	All
County/City Attorneys	Yes	All
Justices of the Peace	Yes	All
RACES Group	Yes	All
St Joseph's Hospital – Bryan & College Station	Yes	All
The Physician's Center	Yes	All
Baylor Scott & White	YES	All
County/City Animal Control	Yes	All
ISD Transportation Directors	Yes	All
Independent School Districts	Yes	All
Brazos County L.E.P.C.	Yes	All
American Red Cross	Yes	All
The Salvation Army	Yes	All
Victim Relief Ministries	Yes	All
Brazos Valley Transit Authority	Yes	All
TDEM District Chief	Yes	All
D.P.S. Captain, Bryan	Yes	All
Brazos Valley V.O.A.D.	Yes	All

ATTACHMENT 2 REFERENCES

1. Texas Department of Public Safety, Texas Division of Emergency Management, *Local Emergency Management Planning Guide*, TDEM-10
2. Texas Department of Public Safety, Texas Division of Emergency Management, *Disaster Recovery Manual*
3. Texas Department of Public Safety, Texas Division of Emergency Management, *Mitigation Handbook*
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
5. FEMA, *Comprehensive Preparedness Guide (CPG-101)*
6. U. S. Department of Homeland Security, *National Response Plan*
7. 79th Texas Legislature, *House Bill 3111*



ATTACHMENT 4
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Human Services	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response
Co. Judge/Mayor/Univ Exec	S	S	S	S	S	S	S	S	P	S	S	S	S	P	S	S	S	S	S	S	S	S
Asst. to County Judge/City Manager/Asst. VP Safety Security									S	S			S							S		
EMC	S	C	P	C	S	C	C	C	C	P	C	C	P	C	P	P	C	C	P	S	C	C
Law Enforcement	P	P	S	S	P	S	P						S	S	S		S	S		S		P
Fire Service	S	S	S	P	S	P							S	S		S	P	P		S		S
Public Works/Univ. Facilities		S	S	S	S		S			S	P	S	S	S		S	S	S				S
Utilities		S								S		P	S	S		S	S			S		S
Health & Medical Services			S	S	S			P					S	S	S		S	S	S	S		S
Human Services			S		S								S		S	S				S		S
Community Services			S	S	S								S	S	S					S		S
Human Resources													S							S		
Tax Assessor/Finance Dir.										S			S			S				S		
Transportation/ISD			S		S								S		S		S		S			S
City/County Attorney's Office/TAMUS OGC					S								S			S				S	P	S
Search & Rescue					S									S				S				S
Salvation Army			S																	P		
American Red Cross			S																			

P – INDICATES PRIMARY RESPONSIBILITY
S – INDICATES SUPPORT RESPONSIBILITY
C – INDICATES COORDINATION RESPONSIBILITY

ATTACHMENT 5 ANNEX ASSIGNMENTS
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ANNEX	ASSIGNED TO:
Annex A: Warning	Police Chiefs/County Sheriff
Annex B: Communications	Police Chiefs/County Sheriff
Annex C: Shelter & Mass Care	American Red Cross/EMCs
Annex D: Radiological Protection	Fire Chiefs
Annex E: Evacuation	Police Chiefs/County Sheriff
Annex F: Firefighting	Fire Chiefs/Fire Marshal
Annex G: Law Enforcement	Police Chiefs/County Sheriff
Annex H: Health and Medical Services	County Health Authority
Annex I: Public Information	CEOs/PIOs
Annex J: Recovery	EMCs
Annex K: Public Works & Engineering	Public Works Directors/County Engineer
Annex L: Utilities	Public Utilities Directors
Annex M: Resource Management	EMCs
Annex N: Direction & Control	CEOs/EMCs
Annex O: Human Services	EMCs
Annex P: Hazard Mitigation	EMCs
Annex Q: Haz-Mat & Oil Spill Response	Fire Chiefs
Annex R: Search & Rescue	Fire Chiefs
Annex S: Transportation	EMCs
Annex T: Donations Management	The Salvation Army
Annex U: Legal	City/County Attorneys
Annex V: Terrorist Incident Response	Police Chiefs/County Sheriff

ATTACHMENT 6 SUMMARY OF AGREEMENTS & CONTRACTS

Agreements

Brazos County and the cities within Brazos County have Mutual Aid Agreements in place with all jurisdictions in our 7-county region (Brazos Valley Region).

Contracts

Brazos County has no pre-positioned contracts for emergency management activities but has numerous vendor agreements through our Purchasing Department that will be used as needed during any disaster/event.

ATTACHMENT 7 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY
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A. BACKGROUND

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
 - a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.

1) FEATURES OF ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

- a) Common Terminology. ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
- b) Organizational Resources. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be “typed” with respect to capability. This typing will minimize confusion and enhance interoperability.
- c) Manageable Span of Control. Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- d) Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.

- e) Use of Position Titles. All ICS positions have distinct titles.
- f) Reliance on an Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel with a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or when there has been significant turnover in the incident staff.
- g) Integrated Communications. Integrated communications include interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
- h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) UNIFIED COMMAND

- a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) AREA COMMAND

- a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.
- b) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.

- 4) Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.
- 5) Two or more distinct incidents in the same general area that, by management action, are managed under a single incident commander or unified command in order to improve efficiency and simplify incident management processes.
- 6) Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can co-locate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the *DHS National Incident Management System Plan*, dated March 2004.
- 7) Preparedness. Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
- 8) Resource Management. All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
- 9) Communications and Information Management. Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.
- 10) Supporting Technologies. This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
- 11) Ongoing Management and Maintenance. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

July 25, 2024
Item No. 6.8.
Water-Wastewater Network Updates

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on the purchase of replacement network switches from The Personal Computer Store, Inc. (Avinext) in the amount of \$142,792 for Water and Wastewater (W/WW) infrastructure.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends the purchase of W/WW network switches in the amount of \$142,792 from Avinext.

Summary: The current network switches used for the City's Water and Wastewater systems are at the end-of-life and need to be replaced to ensure uninterrupted reliable operation. This purchase would be for replacement network switches and environmentally hardened power supplies for all control cabinets and systems with end-of-life network switches, plus required emergency spare equipment. The total cost for this purchase from Avinext is \$142,792. The purchase will be utilizing the state DIR cooperative contract DIR-TSO-4160.

Budget & Financial Summary: Funds for this project are budgeted and available in the Water and Wastewater Capital Improvement Funds.

Attachments:

1. Avinext Q206764 dtd 21324



AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
208219-A	06/13/24
Sales Rep	
Jonathan Reed 979-595-2798 Ext. reed@avinext.com	

For	Phones			
Mike Kellogg City of College Station P.O. Box 9973, 1101 Texas Ave College Station, TX 77842 United States	(979) 764-6398			
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	6/7/2024	Avinext

	Part	Description	Qty	Price	Ext. Price
1	COMHPEDIR2	Hewlett Packard Enterprise DIR-TSO-4160 Contract	1	\$0.00	\$0.00
2	JL817A	ARUBA 4100I 12G CL4/6 POE 2SFP+ DIN SW	48	\$2,639.00	\$126,672.00
3	JL819A	ARUBA 4000I POE 240W AC DIN PSU	48	\$440.00	\$21,120.00
				SubTotal	\$147,792.00
				Sales Tax	\$0.00
				Shipping	\$0.00
				Total	\$147,792.00

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

Daisy Oldham

From: Michael S. Kellogg
Sent: Thursday, June 20, 2024 9:24 AM
To: Daisy Oldham
Cc: Robert E. White
Subject: PR Entry request #2
Attachments: Avinext Switch upgrades QWKQ208219-A.pdf

Daisy,

One more PR entry request. This one is to Avinext for replacement of Access switches in the field and the associated Power supplies.

You can charge it to Project number WW1800006

Let me know if you have any questions.

Michael Kellogg
Systems Analyst (SCADA)
936.870.8070 (cell)
Cstx.gov

July 25, 2024

Item No. 6.9.

2024 Santa's Wonderland Sponsorship Renewal

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to and renewal of a sponsorship agreement with Land of Lights, Inc., DBA Santa's Wonderland, in the amount of \$75,000.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the amendment to the sponsorship agreement.

Summary: The City of College Station will be celebrating its fifth year of the "Christmas in College Station" campaign in 2024. This partnership with Santa's Wonderland, a premier Christmas destination, encourages visitors to stay, shop, dine, and play in College Station. The amendment preserves the collaborative branding, advertising, and signage of the previous year, while also adding some additional on-premise recognition. However, Santa's Wonderland has purchased land across Highway 6 to serve as additional parking for patrons. Given this, they will no longer be busing patrons to and from Post Oak Mall, but rather this parking area. While the buses will no longer be running to and from Post Oak Mall, overall, the proposed modifications, including Christmas in College Station on-premise, will enhance visibility and connect Santa's Wonderland patrons to local deals, events, and activities exclusive to College Station over the holiday season.

This will be the first of two option renewals to the sponsorship agreement executed in 2023.

Budget & Financial Summary: There is no change in the budget amount. The amendment to the sponsorship agreement renews the agreement for \$75,000 and will be paid for using Hotel Occupancy Tax revenues.

Attachments:

1. Amendment No 1 Land of Lights COCS

FIRST AMENDMENT TO CITY OF COLLEGE STATION SPONSORSHIP AGREEMENT

This First Amendment (“Amendment”) is made and entered into by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and **Land of Lights, Inc., DBA Santa’s Wonderland**, a Texas corporation (“Santa’s Wonderland”), hereinafter collectively referred to as the “Parties”.

WHEREAS, the Parties entered into the City of College Station Sponsorship Agreement dated September 29, 2023 (“Agreement”) for the promotion of “Christmas in College Station” in Santa’s Wonderland; and

WHEREAS, the Parties desire to amend the Agreement by extending the term for one additional 1-year renewal period and revising the Signage Recognition section of the Agreement; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The Parties mutually agree to renew the Agreement for an additional one (1) year term beginning September 30, 2024 through September 30, 2025 for an amount not to exceed **Seventy-Five Thousand Dollars (\$75,000.00)**. This is the first renewal option after the initial one (1) year contract term.

2. Section 1, “Event/program/service”, will be deleted in its entirety and replaced with the following:

“1. Event/program/service. The event, program or service which is the subject of this Agreement is as follows: Promotion of “Christmas in College Station”, an ongoing event from opening day of Santa’s Wonderland through December 30th of the current year of this Agreement. “Christmas in College Station” shall be marketed as an event to encourage visitors and residents to visit Santa’s Wonderland, City park facilities, City restaurants and retail, and stay in City hotels.”

3. Section 2, “Sponsorship”, the second sentence of which is hereby deleted and replaced with the following:

“Santa’s Wonderland shall submit an initial invoice to City in an amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500) within seven (7) calendar days after October 1st of the current year of this Agreement and a final invoice to the City in an amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500) within seven (7) calendar days of November 15th of the current year, requesting payment for services provided.”

4. Section 3, “Signage Recognition” will be deleted in its entirety and replaced with the following:

“3. Signage Recognition. In recognition of City’s sponsorship set forth in this Agreement, Santa’s Wonderland agrees to provide the City of College Station the exclusive right to market and/or advertise as a municipality and/or destination marketing organization through the following means:

- (a) Snow Play Space - Santa's Wonderland will maintain prominently displayed, illuminated ‘College Station’ signage, accessible for photo opportunities of Santa’s Wonderland guests at the snow play space (formerly the location of the ice-skating rink) and said illuminated signage shall be consistent with previous seasons and no less than twenty-five feet wide by twenty feet tall.
 - (b) Big Red Barn and State of Texas Flag - At the main entrance and the State of Texas flag, Santa’s Wonderland will maintain illuminated ‘College Station, Texas’ signage consistent with previous seasons, being the ‘College Station, Texas’ sign on the big red barn and the ‘College Station, Texas’ sign on the illuminated State of Texas flag used for visitor photos.
 - (c) Bus Decals - Signage shall also be displayed via large vinyl decals placed on either side of each bus transporting guests to and from the pick-up site at the nearby parking lot(s), highlighting “Christmas in College Station” and featuring the “Visit College Station” logo, website, social media handles, and QR code encouraging patrons to download the “Christmas in College Station” mobile pass. Signage shall be clearly visible to the public and illustrate the partnership between City of College Station and Santa’s Wonderland.
 - (d) On-Premise Signage - Signage shall be displayed at both entrances to the park and included on the Santa’s Wonderland park map highlighting “Christmas in College Station” and featuring the “Visit College Station” logo, website, social media handles, and QR code encouraging patrons to download the “Christmas in College Station” mobile pass. Signage shall be clearly visible to the public and illustrate the partnership between City of College Station and Santa’s Wonderland.
 - (e) For the avoidance of doubt, all costs related to signage, including but not limited to production and installation, shall be inclusive of this Agreement and paid for by Santa’s Wonderland.”
3. All other terms, covenants and conditions of the Agreement shall remain in full force and effect.

[Signatures follow on Next Page]

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Amendment to be effective as of the last date specified below.

**LAND OF LIGHTS DBA
SANTA'S WONDERLAND**

By: Scott Medlin

Printed Name: Scott Medlin

Title: Manager

Date: 7/12/2024

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2024

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 K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: EVENTS & ATTRACTIONS PHONE (A/C, No, Ext): 800-553-8368 x5589 FAX (A/C, No): 312-381-6003 E-MAIL ADDRESS:																					
INSURED LAND OF LIGHTS, INC; M GROUP VENTURES, LLC; TEX KRINGLE'S FUN WORKS, INC. DBA : SANTA'S WONDERLAND P.O. BOX 10151 COLLEGE STATION, TX 77845	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>MARKEL INSURANCE COMPANY</td><td>38970</td></tr><tr><td>INSURER B:</td><td>MARKEL AMERICAN INSURANCE COMPANY</td><td>28932</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	MARKEL INSURANCE COMPANY	38970	INSURER B:	MARKEL AMERICAN INSURANCE COMPANY	28932	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: C166680

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 ☒ LIQUOR LIABILITY \$1,000,000 EA OCCUR/ \$1,000,000 AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	Y	Y	MKP0000500925001	6/21/2024 12:01 AM	6/21/2025 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 BODILY INJURY TO PARTICIPANTS PROFESSIONAL LIABILITY
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MKA0000500925101	6/21/2024 12:01 AM	6/21/2025 12:01 AM	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			MKX0000500925201	6/21/2024 12:01 AM	6/21/2025 12:01 AM	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

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

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION APPLIES.

\$50,000 GL DEDUCTIBLE APPLIES.

CERTIFICATE HOLDER

CITY OF COLLEGE STATION
ATTN: RISK MANAGER
PO BOX 9960
COLLEGE STATION, TX 77842

CANCELLATION

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

Scott Furbush



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2024

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 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 Dean & Draper Brazos Valley 2752 Longmire Drive College Station TX 77845	CONTACT NAME: Darlene Keller PHONE (A/C, No, Ext): 936-232-6002 E-MAIL ADDRESS: dkeller@deandrapr.com	FAX (A/C, No): 979-704-6006
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Texas Mutual Insurance Company		22945
INSURER B: National General Insurance Company		23728
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

License#: 3093
LANDOFL-01**COVERAGES****CERTIFICATE NUMBER:** 1066895143**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 \$ \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			2023142862	5/16/2024	5/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 / A	0002083505	9/21/2023	9/21/2024	X 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)

The workers' compensation policy contains a blanket waiver of subrogation in favor of the certificate holder when required by the holder in a written contract or statement.
Certificate Holder: City of College Station
The additional insured endorsement and waiver of subrogation endorsement will be requested from the commercial auto Company in favor of City of College Station.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
Attn: Risk Manager
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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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: Subject to Final Audit

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 9/29/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002083505 of Texas Mutual Insurance Company effective on 9/21/23

Endorsement no. 2

Issued to: LAND OF LIGHTS INC

DBA: Santa's Wonderland

Premium change: \$819.00

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

9/28/23

July 25, 2024
Item No. 6.10.
Equipment Purchasing Agreement

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract with The PlayWell Group, Inc. and PlayWorks, Inc. for the purchase and installation of playground equipment for the Fun for All Playground enhancement project in the amount of \$252,970.54.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this contract paid for using the Fun For all Fund. The Fun for All Fund is supported through proceeds generated by the Fun for All Playground Steering committee.

Summary: In a shared effort to meet the needs of local youth with disabilities, able-bodied groups and community guests, the Parks and Recreation Department worked closely with the Fun for All Playground Steering Committee to further enhance park amenities by addressing youth ages 2-5 years old.

The new equipment will include a new swing set, play structure, shade cover, fall zone and two communication boards.

Inclusive play has been the goal of this effort from the beginning and these amenities will further enhance the desired outcome of equitable, barrier-free play.

Project partially complete with 10 benches and seven picnic tables installed October. 2023.

Budget & Financial Summary: Purchase and installation of playground equipment: \$252,970.54 using the Fun for All Fund.

Attachments:

1. FFAP Mtg Minutes 4/4/23 / Chairman correspondence 4/15/23
2. 24300126 The Playwell Group Inc Playworks Inc_

**FUN FOR ALL PLAYGROUND Steering Committee
in-person Meeting
Tuesday, April 4th 2023, 5:30 pm
Bob & Wanda Meyer Senior Center & Conference Center**

Welcome – David Gerling & Frank Dickey

Approval of Minutes (February, Meeting)

Financial update

Staff update– Steve Wright

Discussions

Adjourn

College Station, TX
Fun for All Committee Meeting
Meeting Minutes
Bob & Wanda Meyer Community Center
2275 Dartmouth St. College Station, TX 77840

February 7, 2023

5:30 PM

2275 Dartmouth St.

Staff Present: Reena Gonzalez, Business Service Manager, Stephan Richardson, Operation Manager, Steve Wright, Director

Committee Meeting Attendees: David Gerling, Werner Rose, Danny Stribling, Sue Lee, Larry Ringer, Don Hellriegel, Lisa Aldrich, Dave Ruesink, James Haverland, Doris Watson

1. Call meeting to order

2. Review of Minutes Minutes from the January 2023 committee meeting were approved.

3. Agenda Items

3.1 Financial Update

Danny Stribling provided an update of the financial report which was provided David Gerling prior to the meeting. The financial update was approved.

3.2 Parks and Recreation Updates

- Stephan Richardson provided a options for the installation of swings, play equipment and communication board. Playwell provided three options with pricing for each option. The options encompassed play surface, shade structure and installation. The drawings gave a layout of how the play equipment would be placed within the existing park. The goal would be to not have to close down the entire park but rather place temp fence on the area that needs to be worked on. The equipment displayed was a communication board, 2 bay swings with ADA seats, 1 tot play share seat, 1 standard play share seat and a play structure with sensory ramp for 2-5 year old.
- The committee reviewed the results and favored Option 2 which was a playground unit that had a ramp entrance. The swings would be located next to the play unit. The communication board would be installed close to the swings. The picnic tables would replace the existing bleachers and 6 to 8 picnic tables would fit within that area. It was also discussed that benches would be another option they would like to see included to allow families to sit and watch their children on the play structure and swings. Stephan Richardson the benches that were being spoke about are estimated to be \$2500 each. The picnic tables are estimated to be \$1000 each. Option 2 with benches and picnic table would cost an estimated \$250k.
- Danny Stribling made a motion to accept Option 2 with additional seating and 6 to 8 picnic tables. Sue Lee seconded the motion. All were in favor, and the motion passed unanimously.

3.3 Publicity

Report of Income for the Fun For All Playground
April 4, 2023 Meeting

March 2023 On-line Statements:

Checking	\$ 76,281.85	
Money Market	<u>\$ 113,855.23</u>	
	\$ 190,137.08	Total Cash Assets as of 04/01/2023

Deposits since 04/01/2023: \$ 0.00

Cash & checks: \$ 0.00

Credit cards: \$ 0.00

Current cash assets as of 04/01/23 \$ 190,137.08

Account Activity:

Interest:

March 2023 \$123.08

Paid out in transfers: None

Cash/checks Deposits:

3/3/23 \$1,000.00

3/14/23 \$ 250.00

Checks written: None

Square deposits: None

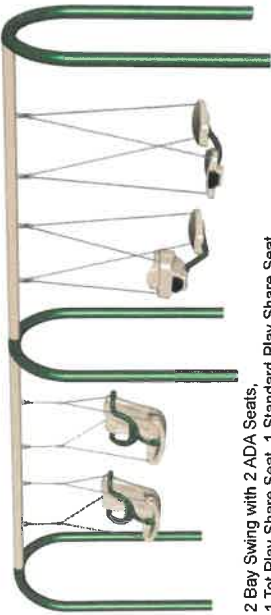
Other: None

Notes:

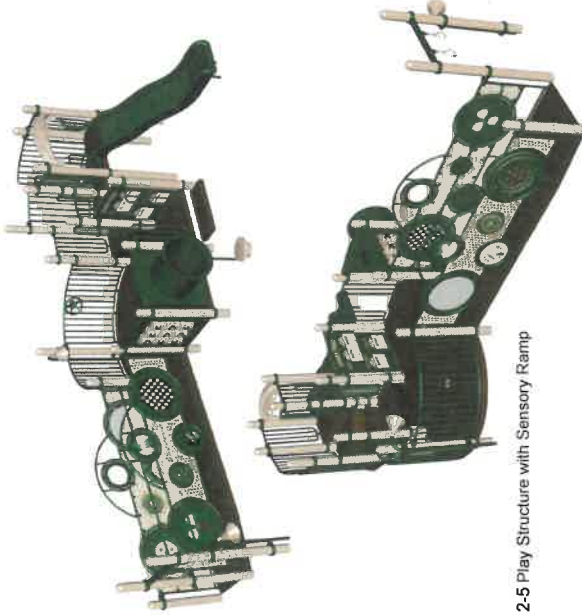
None

Total Disbursed to-date

Disbursed to the City of College Station for Phase I	\$1,000,000.00
Disbursed to the City of College Station for Phase II (1/17/2020)	\$ 875,000.00
Disbursed to the City of College Station for Phase II (9/30/2020)	\$ 125,000.00
Disbursed to the City of College Station for Phase II (1/25/2021)	\$ 250,000.00
Community Foundation of the Brazos Valley (5/18/2020)	\$ 500,000.00
Disbursed to the City of College Station for Phase II (9/7/2021)	\$ 60,044.44



2 Bay Swing with 2 ADA Seats,
1 Tot Play Share Seat, 1 Standard Play Share Seat

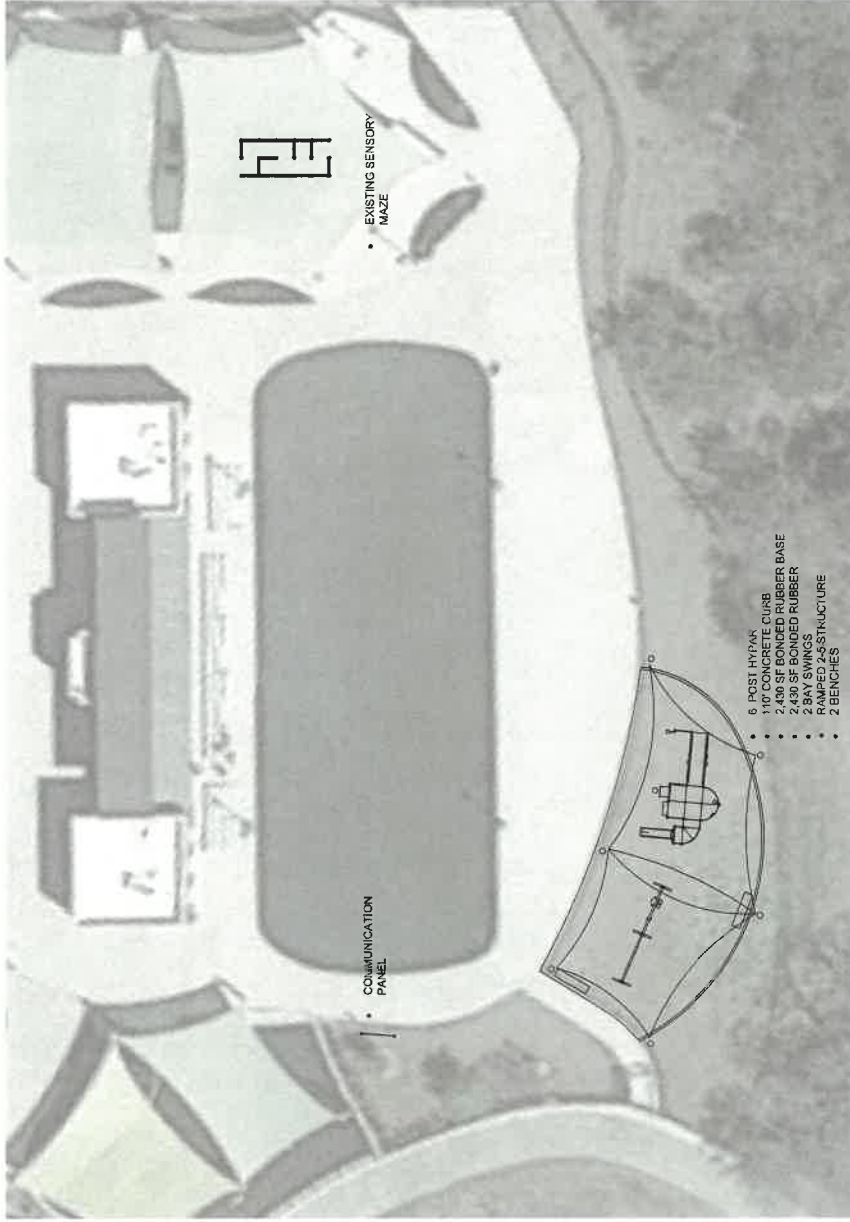


2-5 Play Structure with Sensory Ramp



Communication Board

FUN FOR ALL PHASE 3



• COMMUNICATION
PANEL

• EXISTING SENSORY
MAZE

- 6 POST HYPER
- 110 CONCRETE CURB
- 2430 SF BONDED RUBBER BASE
- 2430 SF BONDED RUBBER
- 2 BAY SWINGS
- RAMPED 2-5 STRUCTURE
- 2 BENCHES



2 Benches in the above color scheme

PlayWell



Fun for All Playground AT CENTRAL PARK

PO Box 9745, College Station, TX 77842
FunForAllPlaygroundBCS.com
FunForAllPlayground@gmail.com

April 15, 2023

City of College Station
 Attn: Parks & Recreation Dept.
 Director Steve Wright
 1000 Krenek Tap
 College Station, TX 77840

To whom it may concern,
 The **Fun For All Steering Committee** met on April 3, 2023, and approved the following motions to continue with the enhancements to the *Fun For All Playground*.

MOTION #1: Don Hellriegel motioned to reimburse the City of College Station the amount up to 20k for the benches and picnic tables, as invoiced. James Haverland seconded the motion, the chair called for a vote, all were in favor and the vote pass unanimously.

MOTION #2: Dave Ruesink made a motion to continue with the enhancement totaling \$250k as follows:

- o Swing Set
- o Play Structure
- o 2 Communication Boards
- o 10 Benches
- o 7 Picnic Tables

Lisa Aldrich seconded the motion, the chair called for a vote, all were in favor and the vote pass unanimously.

MOTION #3: Ward Wells made a motion to transfer \$150K to The City of College Station for the approved enhancements from MOTION #2. James Haverland seconded the motion, the chair called for a vote, all were in favor and the vote pass unanimously.

The committee would like to have this transfer sent via electronic transfer as previously done prior to the ending of the FY23 year. Please feel free to contact me with any questions regarding this transfer.

Thank You,

David Gerling
 Chairman
 Fun For All Steering Committee





CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300126 PROJECT #: PK2409 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Playground equipment purchase and installation at Fun for All Central Park Phase 3

Name of Contractor: The Playwell Group, Inc. and PlayWorks, Inc.

CONTRACT TOTAL VALUE: \$ 252,970.54 **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**

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

Contract is for Playground equipment purchase and installation at Fun for All Central Park for phase 3.

Reference BuyBoard Contract #679-22

Funding Account: PK2409

CRC Approval Date*: 10/12/23 **Council Approval Date*:** 7/25/24 **Agenda Item No*:**

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

Insurance Certificates: **Performance Bond:** JU **Payment Bond:** JU **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

9.12.23 UPDATED

**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"), the Playwell Group, Inc. and PlayWorks, Inc.
(both jointly and severally as the "Contractor", as applicable) for the construction and/or installation of the following:

Playground equipment purchase and installation at Fun for All Central Park.

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 00 /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: Two Hundred Fifty-Two Thousand Nine Hundred Seventy
and 54 /100 Dollars (\$ 252,970.54).

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.

16.12 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

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 (i) 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 00 /**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.

46.17 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

List of Exhibits

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

THE PLAYWELL GROUP INC.

By: 
Printed Name: Maria Powell
Title: Business Manager
Date: 7/8/2024

PLAYWORKS, INC.

By: 
Printed Name: Maria Powell
Title: Business Manager
Date: 7/8/2024

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20240007 01/05/2024

Superseded General Decision Number: TX20230007

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)(1).

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 \$17.20 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 2024.
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 \$12.90 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 2024.

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

<http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

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 (\$17.20) or 13658
 (\$12.90). Please see the Note at the top of the wage
 determination for more information. Please also note that the
 minimum wage requirements of Executive Order 14026 are not
 currently being enforced as to any contract or subcontract to
 which the states of Texas, Louisiana, or Mississippi, including
 their agencies, are a party.

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) (iii)).

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 DECISION"

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. 0261784

THE STATE OF TEXAS
THE COUNTY OF BRAZOS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, The Playwell Group/Playworks/Playcraft Systems, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Berkley 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 Two Hundred Fifty-Two Thousand Nine Hundred Seventy and 54 /100 Dollars (\$ 252,970.54) 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 Playground equipment purchase and installation at Fun for All Central Park

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. 24300126
Construction Agreement Over \$50,000
Form 04-20-2023

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. 0261784

FOR THE CONTRACTOR:

The Playwell Group/Playworks/Playcraft Systems, LLC

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

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: James D. Robertson

Title: PRESIDENT

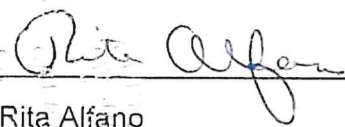
Date: 7/25/24

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Berkley Insurance Company

(Full Name of Surety)

By:  _____

Name: Rita Alfano

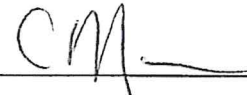
Title: Witness

Date: 7/25/2024

412 Mount Kimble Avenue, Suite 310N

Morristown, NJ 07960

(Address of Surety for Notice)

By:  _____

Name: AnnMarie Keane

Title: Attorney-in-Fact

Date: 7/25/2024

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kristin S. Bender; Annette Audinot; Kelly O'Malley; April D. Perez; Jessica Iannotta; Megan Schlueter; or Ann Marie Keane of Marsh USA LLC of Morristown, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:

By

Philip S. Welt
Philip S. Welt

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter

Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundbaken

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 25th day of July, 2024.



Vincent P. Forte
Vincent P. Forte

TEXAS STATUTORY PAYMENT BOND

Bond No. 0261784

THE STATE OF TEXAS
THE COUNTY OF BRAZOS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, The Playwell Group/Playworks/Playcraft Systems, LLC, as Principal, hereinafter called
“Principal” and the other subscriber hereto Berkley Insurance Company, a
corporation organized and existing under the laws of the State of Delaware, 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
Two Hundred Fifty-Two Thousand Nine Hundred Seventy and
54 /100 Dollars (\$ 252,970.54) 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 _____
day of July 25, 2024, for Playground equipment purchase and installation at
Fun for All Central Park,
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.

Contract No. 24300126
Construction Agreement Over \$50,000
Form 04-20-2023

Bond No. 0261784

FOR THE CONTRACTOR:

The Playwell Group/Playworks/Playcraft Systems, LLC

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

WITNESS: (if not a corporation)

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: James D. Robertson

Title: President

Date: 7/25/24

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: Rita Alfano

Name: Rita Alfano

Title: Witness

Date: 7/25/2024

Berkley Insurance Company

(Full Name of Surety)

412 Mount Kimble Avenue, Suite 310N

Morristown, NJ 07960

(Address of Surety for Notice)

By: CM

Name: AnnMarie Keane

Title: Attorney-in-Fact

Date: 7/25/2024

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kristin S. Bender; Annette Audinot; Kelly O'Malley; April D. Perez; Jessica Iannotta; Megan Schlueter; or Ann Marie Keane of Marsh USA LLC of Morristown, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024



Attest:

By

Philip S. Welt
Philip S. Welt

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafler
Jeffrey M. Hafler

Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 25th day of July, 2024.

Vincent P. Forte
Vincent P. Forte

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2024

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 Cooper Risk Advisors, LLC PO Box 638 904 N Main Street Lapel IN 46051	CONTACT NAME: Bill Hodgkins PHONE (A/C, No. Ext): 765-534-3152 E-MAIL ADDRESS: billh@cooperindiana.com	FAX (A/C, No): 888-262-9217
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance		19682
INSURER B : Tokio Marine Insurance Company		18058
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1315643680**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Primary/non-cont GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	PPK2651454	2/1/2024	2/1/2025	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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	34 UEC AA8084	2/1/2024	2/1/2025	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 \$ 0	Y	Y	PUB899192	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ 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	Y	34 WEC AX5J19	2/1/2024	2/1/2025	☒ 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)

RE: Fun for All Playground, shade structure and swing installation

CERTIFICATE HOLDER**CANCELLATION**City of College Station
Attn: Risk Management
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

AS REQUIRED BY WRITTEN CONTRACT PRIOR TO AN "OCCURRENCE".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO AN "OCCURRENCE".	ALL LOCATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO AN "OCCURRENCE".	ALL LOCATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE
LIMIT
WITH MAXIMUM POLICY AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Designated Construction Project(s):	
All projects performed by the Named Insured.	
Designated Construction Project General Aggregate Limit of Insurance:	\$2,000,000
Maximum Policy Aggregate Limit of Insurance:	\$2,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to ongoing operations at a single Designated Construction Project shown in the **SCHEDULE** above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount shown in the **SCHEDULE** above. However, regardless of the number of construction projects and under no circumstances will we pay any more than the Maximum Policy Aggregate stated in the endorsement **SCHEDULE** above.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits.”
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expense shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the **SCHEDULE** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and noncontributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contributory by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 34 WEC AX5J19

Endorsement Number:

Effective Date: 02/01/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Playworks, Inc. and The PlayWell Group Inc.

203A STATE HIGHWAY 46 E
BOERNE TX 78006

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
- The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
- (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

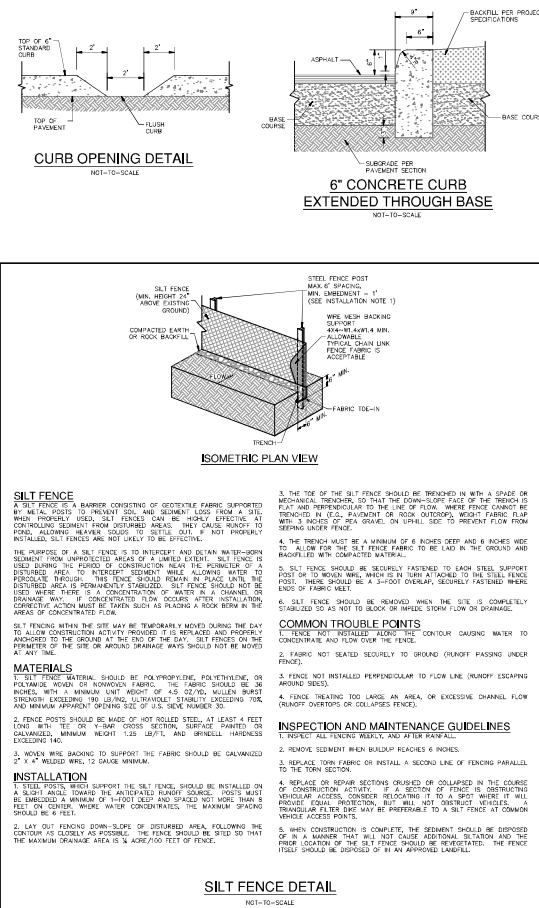
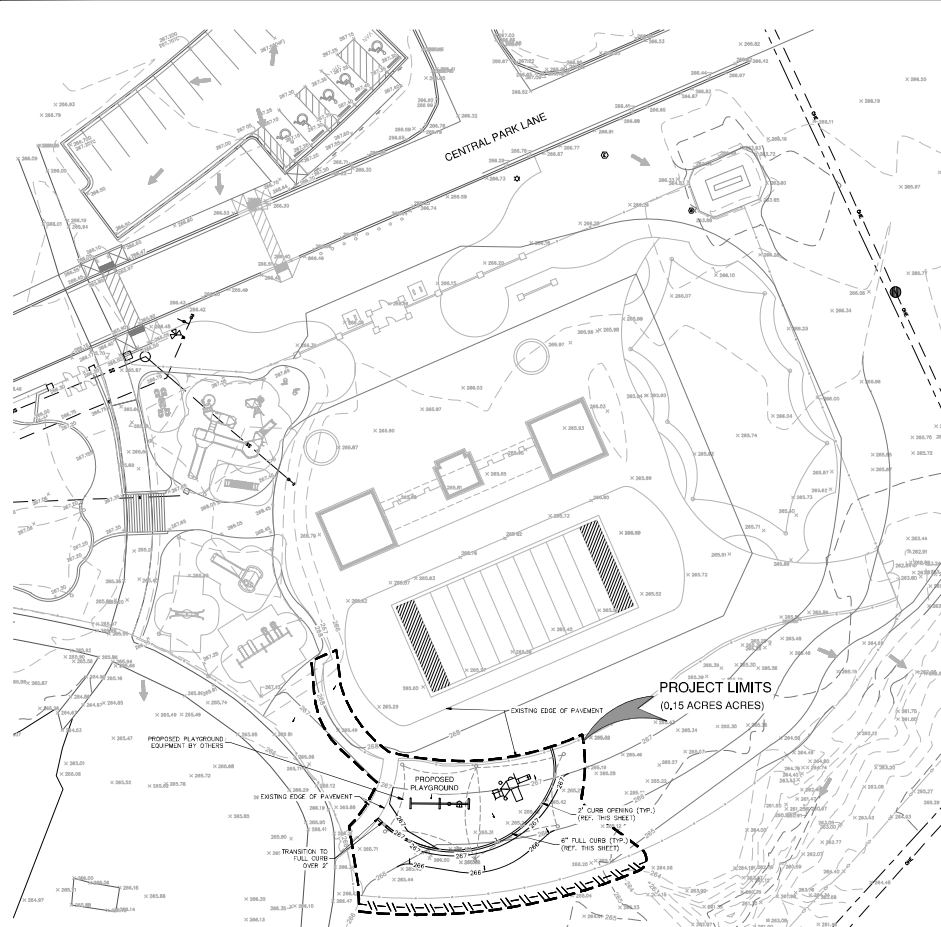
In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

EXHIBIT D
PLANS AND SPECIFICATIONS

Reference sealed engineering drawing and playground equipment drawings. Canopy drawings will be released at time of order.

Playground equipment purchase and installation quotations attached. Referenced quotes are associated with BuyBoard Contract #679-22.

Current lead times for equipment is 12-15 weeks and vendor will have have 6 months to complete the project once Notice to Proceed is given.



SWP3 MODIFICATIONS		
DATE	SIGNATURE	DESCRIPTION

0' 20' 40' 60'

SCALE: 1" = 20'

LEGEND

- PROJECT LIMITS
- EXISTING CONTOUR
- EXISTING CONTOUR (10'-H/LT)
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- FLOW ARROW (EXISTING)
- FLOW ARROW (PROPOSED)
- SILT FENCE
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GENERAL NOTES

- DO NOT DISTURB VEGETATED AREAS (TREES, GRASS, WEEDS, BRUSH, ETC.) ANY MORE THAN NECESSARY FOR CONSTRUCTION.
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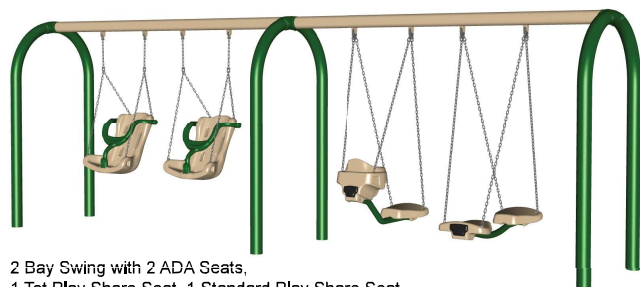
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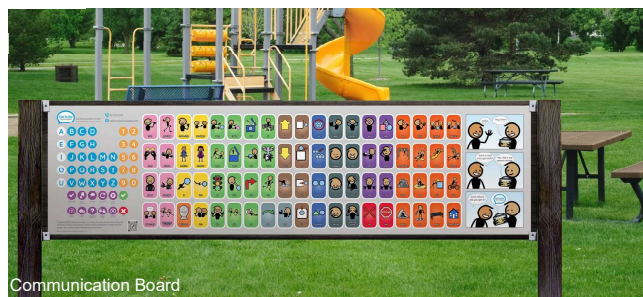
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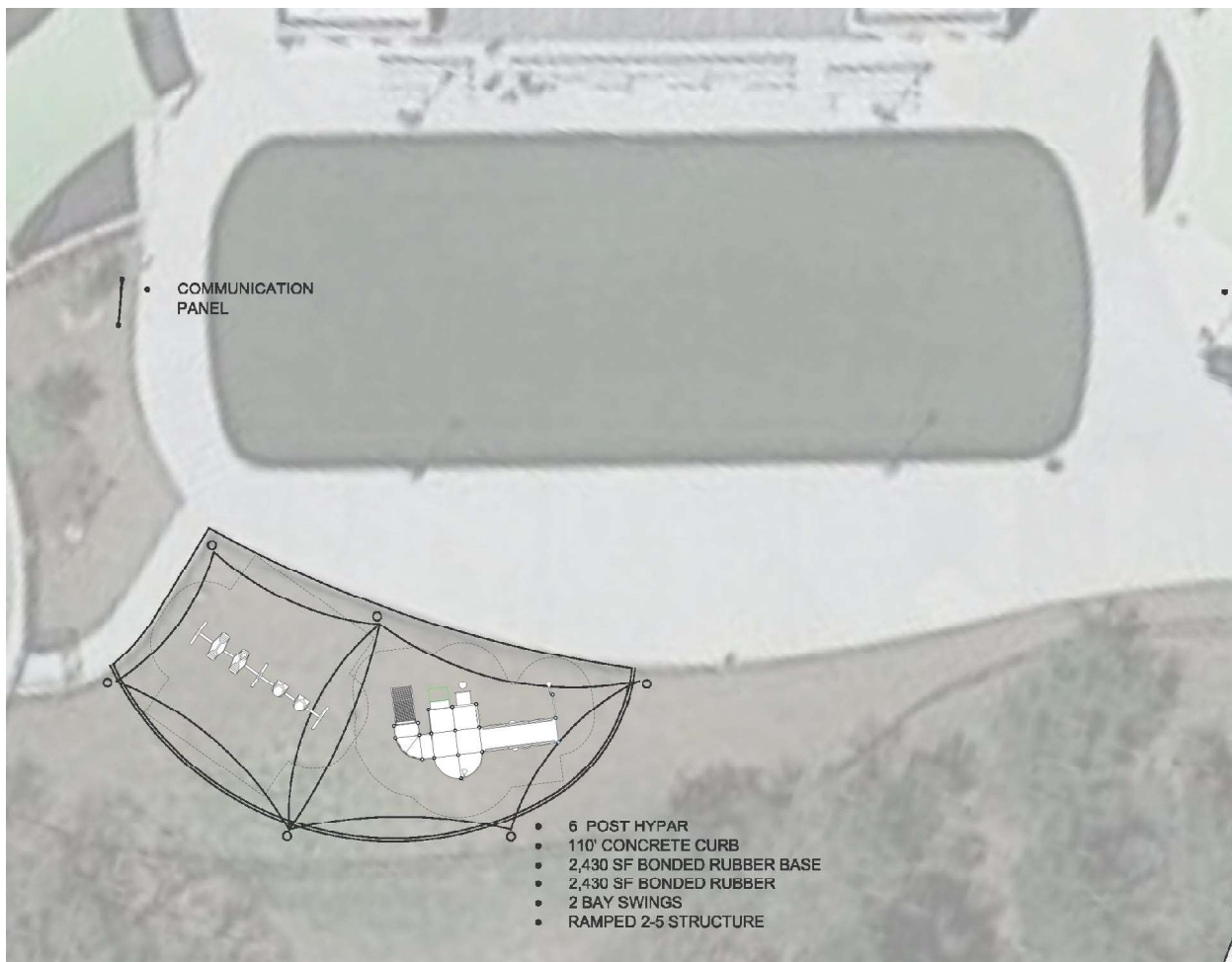
2 Bay Swing with 2 ADA Seats,
1 Tot Play Share Seat, 1 Standard Play Share Seat



2-5 Play Structure with Sensory Ramp



Communication Board



INSTALLATION QUOTE

QUOTE #
11492

6/6/2024

BILL TO:

City of College Station
Accounts Payable
1101 Texas Avenue
College Station, TX 77842

Phone: (979) 764-3569

INSTALLATION SITE:

City of College Station
Fun For All Central Park
Stephen Richardson
1000 Krenek Road
College Station, TX 77840

Phone: (979) 764-3485

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	SFP	BRAZOS	7/6/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	0.00	0.00
	DELIVERED AND INSTALLED BY RECREATION INSTALLATION **FREIGHT F.O.B. DESTINATION: COLLEGE STATION, TEXAS**			
INSTALL-REC	INSTALL PLAYGROUND EQUIPMENT	1	15,484.26	15,484.26
INSTALL-REC	INSTALL 110' OF CURB	1	4,619.61	4,619.61
INSTALL-REC	INSTALL SUBBASE FOR CONCRETE BASE	2,430	1.43	3,474.90
INSTALL-REC	INSTALL CONCRETE BASE	2,430	15.97	38,807.10
INSTALL-REC	INSTALL COMMUNICATION BOARD	1	762.33	762.33
INSTALL-REC	INSTALL 6 POST HYPAR SHADE	1	19,390.97	19,390.97
PERMITS	PERMITTING No permitting or windstorm engineering for permitting is included unless specifically noted.	1	0.00	0.00



INSTALLATION QUOTE

QUOTE #
11492

6/6/2024

BILL TO:

City of College Station
Accounts Payable
1101 Texas Avenue
College Station, TX 77842

Phone: (979) 764-3569

INSTALLATION SITE:

City of College Station
Fun For All Central Park
Stephen Richardson
1000 Krenek Road
College Station, TX 77840

Phone: (979) 764-3485

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	SFP	BRAZOS	7/6/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
ROCK & CONCEALED	ROCK AND CONCEALED CONDITIONS CLAUSE PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock or other concealed conditions that cannot be penetrated to drill installation holes with a mechanical auger or concealed conditions that prohibit drilling. Every effort will be made prior to installation to determine if additional rock charges or charges related to concealed conditions may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.	1	0.00	0.00
INS & BOND	PERFORMANCE & PAYMENT BOND	1	8,554.56	8,554.56

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$91,093.73

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____ Signature _____



CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
23971

6/6/2024

BILL TO:

City of College Station
Accounts Payable
1101 Texas Avenue
College Station, TX 77842

Phone: (979) 764-5049

SHIP TO:

City of College Station
Fun For All Central Park
Recreation Installation-David Robertson
777 West Goforth Road
Buda, TX 78610

Phone: (210) 385-8733

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	SFP	BRAZOS		7/6/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	0.00	0.00	0.00
	PLAYCRAFT				
PC-2120	8' ARCH SWING BAY (2 SEAT)	1	4031.00	3,829.45	3,829.45
PC-2120-AB	8' ARCH SWING BAY (2 SEAT) AB	1	2540.00	2,413.00	2,413.00
PC-131510	PLAYSHARE SWING SEAT	1	1418.00	1,347.10	1,347.10
PC-131510-AA	PLAYSHARE FRIENDS SWING SEAT	1	1418.00	1,347.10	1,347.10
PC-131410	INCLUSIVE SWING SEAT	2	1103.00	1,047.85	2,095.70
R50	R5 CUSTOM PLAY SYSTEM-R5044461A	1	53868.00	51,174.60	51,174.60
SHIP	SHIPPING & HANDLING	1	7528.75	7,528.75	7,528.75
	FLEXITURF				
PIP	POURED IN PLACE SURFACING-BONDED RUBBER MULCH-4" THICKNESS-NATURAL COLORS	2,430	20.02	19.02	46,218.60
	SHADE SYSTEMS				
CUSTOM SAIL SH...	CUSTOM SAILS CONSISTING OF (6) COLUMNS AND (2) FABRIC CANOPIES PER ATTACHED DRAWING DATED 2/6/2023-PIER MOUNTED COLUMNS	1	36996.26	35,146.45	35,146.45
SED SHADE	SEALED ENGINEERED DRAWINGS	1	900.00	855.00	855.00
SEC SHADE	SEALED ENGINEERED CALCULATIONS	1	400.00	380.00	380.00
SHIP	SHIPPING & HANDLING	1	9541.06	9,541.06	9,541.06
PERMITS	PERMITTING No permitting or windstorm engineering for permitting is included unless specifically noted.	1	0.00	0.00	0.00

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.
PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

SUBTOTAL \$161,876.81

SALES TAX (0.0%) \$0.00

TOTAL \$161,876.81

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES

July 25, 2024
Item No. 6.11.
Resolution for the CDBG-MIT Grant

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a resolution accepting \$500,000 in Community Development Block Grant Mitigation funding from the Texas General Land Office and distributed through the Brazos Valley Council of Governments and committing General Funds in the amount of \$8,175 and Community Development Block Grant Entitlement in the amount of \$54,365 funds.

Relationship to Strategic Goals:

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the resolution.

Summary: The City of College Station is eligible to receive \$500,000 from the State of Texas Community Development Block Grant Mitigation (CDBG-MIT) program through the Texas General Land Office (GLO) and distributed by the Brazos Valley Council of Governments. This amount was determined by a state-approved Method of Distribution. The City of College Station is eligible for these mitigation funds due to the Federal/Presidential Declaration for Texas by County for 2016 Floods. The U. S. Department of Housing and Urban Development defines mitigation as “Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.” The CDBG-MIT grant requires 100% benefit to low-and moderate-income residents (LMI) in College Station.

The following projects were identified and approved by City Council in April 2023 and the application was submitted in May 2023. Staff has responded to multiple Requests for Information regarding the application for funding for the following projects:

Project	Budget	CDBG-MIT	General Funds	CDBG-EN
Flood Assessment	\$150,000	\$150,000	-	-
Lincoln Center Generator Installation	\$144,200	\$89,835	-	\$54,365
Meyers Senior & Community Center Generator Installation	\$144,800	\$144,800	-	-
Flood Warning System Pilot Project	\$74,232	\$66,057	\$8,175	-
Administrative Expenses (9.8%)	\$49,308	\$49,308	-	-
	\$562,540	\$500,000	\$8,175	\$54,365

Due to the delayed approval of the application and the GLO's determination of ineligible expenses included with the initial budget, estimates have been reduced. The amounts indicated are estimates only and the projects will be bid once a CDBG-MIT funding agreement has been executed. This resolution specifies the amounts of funding accepted through the CDBG-MIT grant and the

commitment of General Funds in the amount of \$8,175 and CDBG Entitlement (CDBG-EN) funds in the amount of \$54,365 for the identified projects. General Funds and CDBG-EN Funds were allocated in the current year's budget. This resolution also authorizes the City Manager to sign the grant agreements and documents related to the CDBG-MIT grant.

Budget & Financial Summary:

Attachments:

1. CDBG-MIT Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, APPROVING THE ACCEPTANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION FUNDS FROM THE GENERAL LAND OFFICE THROUGH THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS REGIONAL MITIGATION PROGRAM.

WHEREAS, the Texas General Land Office (GLO) allocated \$25,041,000 to the Brazos Valley Region as part of the Regional Mitigation Program; and

WHEREAS, the Brazos Valley Council of Governments (BVCOG) has been tasked with developing the method by which the funds will be distributed, also known as a Method of Distribution (MOD), under the State of Texas Community Development Block Grant Mitigation Action Plan, as amended; and

WHEREAS, the City of College Station, Texas, is included as a potential recipient of funding in the minimum amount of \$500,000, pending approval by the BVCOG Board of Directors and final approval by the GLO; and

WHEREAS, CDBG-MIT funds are required to reach a threshold tied to benefitting low- and moderate-income (LMI) persons and 100% of funds should be used for projects that benefit LMI persons in College Station; now, therefore:

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

PART 1: That the City Council hereby accepts the Community Development Block Grant Mitigation funds in the minimum amount of \$500,000.

PART 2: That the City of College Station, Texas will commit General Funds in the amount of \$8,175.00 for the Flood Warning System project.

PART 3: That the City of College Station, Texas will commit Community Development Block Grant funds (B-MC-22-48-0007) in the amount of \$54,365.00 for the Lincoln Recreation Center Generator Installation project.

PART 4: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms

required by GLO or BVCOG for the Community Development Block Grant Mitigation Program on behalf of the City of College Station.

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

ADOPTED this 25th Day of July, 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

July 25, 2024
Item No. 6.12.

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution authorizing the submission of a Local Parks Grant application to the Texas Parks and Wildlife Department for up to \$750,000 in grant funds to be matched by the City, designating the City Manager as an authorized official for the submission of the application, and dedicating Texas Independence Park for permanent public park and recreational purposes.

Relationship to Strategic Goals:

Financial Sustainability

Recommendation(s): Staff recommends approval of the resolution.

Summary: The proposed item is a resolution in a support of a grant application to seek funding for the future Texas Independence Park. The Texas Parks and Wildlife Department has posted the Local Parks Non-Urban Outdoor Recreation Grant Program and is accepting applications through August 1, 2024.

The Texas Parks & Wildlife Local Parks Non-Urban Outdoor Recreation Grant Program assists local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas.

The Program provides 50% matching grants (up to \$750,000) on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

This resolution aligns with the City Council Strategic Plan in Financial Sustainability seeking grants and outside funding. Staff is seeking approval to apply for this grant opportunity to fund a portion of the future Texas Independence Park.

The Texas Parks and Wildlife Department's (TPWD) grant application guidelines require City Council authorization to apply to the Non-Urban Outdoor Recreation Grant Program for up to \$750,000 in grant funding for Texas Independence Park.

It is anticipated that notice of grant awards will be provided to recipients in late spring or early summer 2025. As required by TPWD, the deadline for the Department to submit the full application is August 1, 2024.

Budget & Financial Summary: If awarded, the City will provide its grant match (\$750,000) through an assigned fund balance in the FY25 budget.

Attachments:

1. Resolution Authorizing Application

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE CITY IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HERINAFTER REFERRED TO AS “DEPARTMENT,” FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARKS GRANT PROGRAM, HERINAFTER REFERRED TO AS THE “PROGRAM,”; CERTIFYING THAT THE CITY IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE CITY’S MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES.

WHEREAS, the City of College Station is eligible to receive assistance under the Program; and

WHEREAS, the City Council is desirous of authorizing the City Manager to represent and act for the City of College Station in dealing with the Department concerning the Program;

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

- PART 1:** That the City Council hereby certifies that the City of College Station is eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.
- PART 2:** That the City Council hereby certifies that the matching share for this application is readily available at this time.
- PART 3:** That the City Council hereby authorizes and directs the City Manager to act for the City of College Station in dealing with the Department for the purposes of the Program, and that the City Manager is hereby officially designated as the representative in this regard.
- PART 4:** The City Council hereby specifically authorizes the City Manager to make application to the Department concerning the site to be known as Independence Park in the City of College Station for use as a park site and is hereby dedicated for permanent public park and recreation purposes.

ADOPTED this ____ day of _____, 2024

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

July 25, 2024
Item No. 7.1.
BVSWMA, Inc. FY 2025 Budget Presentation

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Fiscal Year 2025 BVSWMA, Inc. budget.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the FY 2025 BVSWMA, Inc. budget.

Summary: The BVSWMA, Inc. proposed budget was considered and approved by BVSWMA, Inc. Board of Directors on June 18, 2024.

According to the BVSWMA, Inc., By-Laws and Operating Agreement, the BVSWMA, Inc. budget will be presented to the College Station and Bryan City Councils for consideration after being approved by the BVSWMA Board. The City of Bryan considered and approved this item on July 9, 2024.

Budget & Financial Summary: The FY2025 BVSWMA, Inc. Budget Total Revenue is \$13,342,800. The Total Expenses are \$9,360,259 and Capital Expenses are \$5,462,000.

The budget also reduces the gate rate for both cities from \$9.00 to \$0.00 per ton.

Attachments:

1. BVSWMA Proposed FY2025 Budget

BVSWMA, Inc. Budget
Fiscal Year Ending September 30, 2025

APPROVED AND ADOPTED BY VOTE OF THE BOARD OF DIRECTORS OF THE
BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC. AT A
REGULAR MEETING HELD ON THE 18th DAY OF JUNE, 2024.

APPROVED:

Rate Sheet

**2023/2024 Rates****City Landfill Rates**

\$9.00\ton MSW
\$15.00\ton Sludge & Grit
\$15.00\ton Manifested Special Waste

Third Party Landfill Rates

\$30.00\ton MSW \$2.00 minimum
\$40.00\ton Special Waste 1 ton minimum
\$50.00\ton Hard to Handle Waste 1 ton minimum

City Compost Facility Rates

\$9.00 Brush \$10.00 minimum
\$15.00 Sludge

Third Party Compost Facility Rates

\$23.00\ton \$10.00 minimum

Special Fees

Small Tires	\$3.25
Large Tires	\$8.65
Oversized Tires	\$21.60

Freon Unit	\$10.80
Pull Off	\$25.00
Unsecured Load Fee	\$30.00
Backhoe Assist	\$50.00
Forklift Assist	\$50.00
Equipment Assist	\$25.00

Proposed 2024/2025**City Landfill Rates**

\$0.00\ton MSW
\$0.00\ton Sludge & Grit
\$15.00\ton Manifested Special Waste

Third Party Landfill Rates

\$30.00\ton MSW \$3.00 minimum
\$40.00\ton Special Waste 1 ton minimum
\$50.00\ton Hard to Handle Waste 1 ton minimum

City Compost Facility Rates

\$9.00 Brush \$10.00 minimum
\$15.00 Sludge

Third Party Compost Facility Rates

\$23.00\ton \$10.00 minimum

Special Fees

Standard Tires	\$5.00
Oversized	\$20.00

Clean Up Fee (new)	\$20.00
Freon Unit	\$11.00
Pull Off	\$25.00
Unsecured Load Fee	\$30.00
Backhoe Assist	\$50.00
Forklift Assist	\$50.00
Equipment Assist	\$25.00

BVSWMA, Inc.
Fiscal Year Ending 2025 Proposed Budget

	2024 Projected Results	2025 Proposed Budget			
Landfill Volume					
City of College Station	73,500	73,500			
City of Bryan	64,500	64,500			
Third party	380,000	380,000			
Total Tons	518,000	518,000			
Landfill Rates					
			Rate	TCEQ	Net
City of College Station	\$ 8.06	\$ -	\$ -	\$ 0.94	\$ (0.94)
City of Bryan	\$ 8.06	\$ -	\$ -	\$ 0.94	\$ (0.94)
Third party	\$ 29.06	\$ 29.06	\$ 30.00	\$ 0.94	\$ 29.06
OPERATING REVENUE					
Landfill Revenue	\$ 11,865,216	\$ 11,042,800			
Compost Facility	\$ 218,289	\$ 300,000			
Other Operating Revenues	\$ 2,282,302	\$ 2,000,000			
Total Operating Revenue	\$ 14,365,808	\$ 13,342,800			
OPERATING EXPENSES					
Other Expenses					
Debt Serv.Interest - City of College Station	\$ 69,050	\$ 55,675			
Debt Serv.Interest - City of Bryan	\$ 67,001	\$ 57,386			
Bad Debt - Uncollectible Accounts	\$ 5,000	\$ 1,000			
Contingency	\$ -	\$ 100,000			
Community Support - Household Haz.Waste	\$ 600,000	\$ 600,000			
Community Support - Misc. Activities	\$ 50,000	\$ 50,000			
Total Other Expenses	\$ 791,051	\$ 864,061			
Maintenance Expense					
Maintenance - Computer Software	\$ 30,000	\$ 30,000			
Office Maintenance - Other	\$ 1,000	\$ 1,000			
Office Maintenance - Equipment	\$ 1,000	\$ 1,000			
Office Maintenance - Furniture	\$ 9,000	\$ 7,000			
Office Maintenance - Computer	\$ 1,300	\$ 1,000			
Maintenance - Building	\$ 35,000	\$ 35,000			
Maintenance - Grounds	\$ 30,000	\$ 35,000			
Maintenance - Fence & Gates	\$ 13,500	\$ 5,000			
V&E Maintenance - Machine/Tool	\$ 1,500	\$ 1,500			
V&E Maintenance - Heavy Equipment	\$ 500,000	\$ 500,000			
V&E Maintenance - Radios	\$ 11,800	\$ 12,000			
V&E Maintenance - Phones	\$ 2,500	\$ 3,000			
V&E Maintenance - Pagers/Other	\$ 6,000	\$ 10,000			
V&E Maintenance - Pumps/Motors	\$ 20,000	\$ 20,000			
V&E Maintenance - Motor Vehicle	\$ 15,000	\$ 15,000			
V&E Maintenance - Other	\$ 3,500	\$ 3,500			
Wet Weather Access	\$ 400,000	\$ 300,000			
Total Maintenance Expense	\$ 1,081,100	\$ 980,000			
Closure, Post Closure & Pre-Closure Costs					
Closure Costs - Twin Oaks LF	\$ 209,316	\$ 260,668			
Post Closure Maintenance Costs-Twin Oaks LF	\$ 266,783	\$ 260,668			
Pre-Closure & Interim Cover Costs-Twin Oaks	\$ 122,345	\$ 133,843			

Total Closure, Post Closure & Pre-Closure Costs	\$	598,444	\$	655,178
Purchased Services				
Advertising & Promotional Services	\$	20,000	\$	20,000
Insurance - Liability & Property	\$	140,000	\$	130,000
Other Services - Other	\$	18,000	\$	18,000
Other Services - Contract Labor	\$	150,000	\$	150,000
Other Services - Security	\$	25,000	\$	30,000
Printing - External	\$	1,000	\$	2,000
Printing - Signs & Banners	\$	7,500	\$	7,500
Prof. Service - Audit	\$	45,000	\$	42,000
Prof. Service - Engineering	\$	200,000	\$	200,000
Prof. Service - Legal	\$	45,000	\$	45,000
Prof. Service - Medical	\$	1,000	\$	1,000
Prof. Service - Spec. Studies	\$	-	\$	35,000
Prof. Service - Other	\$	205,000	\$	205,000
Rentals - Equipment	\$	65,000	\$	65,000
Sundry - Credit Card Fees	\$	73,000	\$	73,000
Sundry - Freight	\$	35,000	\$	35,000
Sundry - Permits & Licenses	\$	5,000	\$	5,000
Sundry - Penalty & Interest	\$	500	\$	500
Sundry - Postage	\$	1,500	\$	2,500
Sundry-Bank Service Charges	\$	500	\$	500
Tech. Service - Janitorial	\$	50,000	\$	50,000
Tech. Service - Pest Control	\$	4,500	\$	4,500
Tech. Service - Inspection & License Fees	\$	15,000	\$	15,000
Training - Inhouse Training	\$	-	\$	1,000
Training - Memberships	\$	7,000	\$	7,000
Training - Outside Training	\$	15,000	\$	15,000
Training - Subscriptions	\$	2,500	\$	2,500
Training - Travel & Lodging	\$	7,000	\$	7,000
Training-Travel Meals & Ent.	\$	2,000	\$	2,000
Utility Service - Cable Services	\$	4,000	\$	4,000
Utility Service - Disposal Fees	\$	45,000	\$	40,000
Utility Service - Electric	\$	75,000	\$	75,000
Utility Service - Local Phone	\$	3,500	\$	3,500
Utility Service - Mobile Phone	\$	12,000	\$	12,000
Utility Service - Water	\$	55,000	\$	55,000
Total Purchased Services	\$	1,335,500	\$	1,360,500
Salaries & Benefits				
Administrative	\$	591,086	\$	650,000
Fulltime Labor	\$	1,570,000	\$	1,700,000
Overtime	\$	530,000	\$	575,000
Bonuses	\$	54,000	\$	54,000
FICA/Medicare & Unemployment Taxes	\$	195,000	\$	195,000
Retirement	\$	378,000	\$	378,000
Group Health Insurance	\$	890,357	\$	970,000
Group Life Insurance	\$	9,968	\$	10,000
Workers Compensation	\$	90,000	\$	100,000
Group Long-Term Disability Insurance	\$	9,930	\$	10,000
Supplemental Insurance	\$	40,000	\$	40,000
Taxable Employee Benefits	\$	7,800	\$	10,000
Non-Taxable Employee Benefits	\$	243	\$	500
Total Salaries & Benefits	\$	4,366,384	\$	4,692,500
Supplies				
Office Supplies - General	\$	15,000	\$	15,000
Office Supplies - Minor Equipment	\$	2,500	\$	2,500

Office Supplies - Computer Hardware	\$ 10,000	\$ 10,000
Office Supplies - Computer Software	\$ 2,000	\$ 2,000
V&E - Oil & Lubricants	\$ 80,000	\$ 80,000
V&E - Fuel	\$ 32,000	\$ 32,000
V&E - Diesel	\$ 1,000,000	\$ 1,000,000
V&E - Minor Tools	\$ 16,664	\$ 20,000
V&E - Other	\$ 7,000	\$ 7,000
Clothing - Uniforms	\$ 23,000	\$ 23,000
Chemical - Janitorial	\$ 14,000	\$ 14,000
Chemical - Pesticide	\$ 1,200	\$ 1,000
Crew - Safety	\$ 15,000	\$ 15,000
Misc. Supply - Promo Mater	\$ 7,000	\$ 10,000
Misc. Supply - Goodwill	\$ 2,500	\$ 2,500
Misc. Supply - Food & Ice	\$ 25,000	\$ 25,000
Misc. Supply - Other	\$ 20,000	\$ 20,000

Total Supplies	\$ 1,272,864	\$ 1,279,000
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NON-OPERATING REVENUES & (EXPENSES)

Investment Income	\$ 1,200,000	\$ 800,000
Non-Operating Revenue	\$ 1,295	\$ 2,500
Host Fee Expense	\$ (321,162)	\$ (331,520)

\$ 0.64 /ton

Total Non Operating Revenue (Expense)	\$ 880,132	\$ 470,980
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Summary

Revenue	\$ 14,365,808	\$ 13,342,800
Total Expenses	\$ 8,565,210	\$ 9,360,259
Capital	\$ 6,119,727	\$ 5,462,000
Cash Flow	\$ (319,129)	\$ (1,479,459)

BVSWMA, Inc.
Capital Budget

	0	1	2	3	4	5	6
	2024	2025	2026	2027	2028	2029	2030
Equipment Capital							
Fuel Service Truck	\$ 256,812						
Rotochopper	\$ 71,669						
Roll Off Truck	\$ 218,000						
Mechanic Service Truck	\$ 216,866						
850 Dozer	\$ 444,192						
Compactor 43	\$ 1,292,268						
Crew Pickup	\$ 43,671						
Compactor 42 (rebuild)	\$ 775,000						
Utility Vehicle	\$ 23,024						
Utility Vehicle 2	\$ 23,024						
Digital traffic signs	\$ 16,900						
Evaporation Pump	\$ 80,000						
Radios	\$ 29,800						
Polaris Ranger	\$ 22,079						
Light Plant	\$ 14,621						
Tahoe replacement	\$ 60,000						
Portable Litter Fencing FY24	\$ 81,800						
Utility Vehicle	\$ 25,000						
Tractor	\$ 70,000						
Shredder	\$ 15,000						
Generator	\$ 100,000						
Water Truck	\$ 120,000						
6" Diesel Pump	\$ 40,000						
ForkLift	\$ 60,000						
850 Dozer 35	\$ 500,000						
D8 41	\$ 850,000						
Radios	\$ 7,000						
UPS	\$ 35,000						
Tarp machine BUMP FROM 24	\$ 150,000						
Backhoe (Addition to Fleet)	\$ 120,000						
Pressure Washer	\$ 15,000						
Tahoe replacement	\$ 60,000						
836 Compactor		\$ 1,555,000					
Scarab Compost?		\$ 400,000					
Wheel Loader Compost ?		\$ 230,000					
Crew Pickup		\$ 45,000					
Tahoe replacement		\$ 60,000					
D4 Dozer		\$ 110,000					
Radios		\$ 7,000					
Trackhoe (Big) Bump from 25		\$ 600,000					
Dump Truck			\$ 600,000				
D8			\$ 850,000				
Trackhoe (Little)			\$ 350,000				
Crew Truck			\$ 45,000				
Utility Vehicle			\$ 25,000				
6" Electric Pump Bump from 25			\$ 25,000				
Backhoe (original)			\$ 120,000				
Compactor				\$ 1,555,000			
GPS				\$ 400,000			
Dumptruck					\$ 600,000		
Trommel Screen					\$ 325,000		
Grinder					\$ 750,000		
Capital Repairs	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Future Estimate							\$ 1,600,000
Debt Service							
City of College Station	\$ 260,000	\$ 275,000	\$ 290,000	\$ 305,000	\$ 310,000	\$ 325,000	
City of Bryan	\$ 310,000	\$ 320,000	\$ 335,000	\$ 350,000	\$ 365,000	\$ 201,413	

Capital Projects

Landfill Cell Development	\$ 1,000,000	\$ 1,000,000		\$ 1,000,000	\$ 1,000,000			
Twin Oaks site projects	\$ 100,000	\$ 100,000		\$ 50,000				
Twin Oaks Entry/Exit Road Repairs	\$ 100,000							
Compost Scale ?	\$ 80,000							
East Expansion	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	
other			\$ 250,000					
other								
Pipeline Relo		\$ 1,000,000						
other								
other								
Total Capital	\$ 6,119,727	\$ 5,462,000	\$ 4,482,000	\$ 4,320,000	\$ 4,230,000	\$ 2,801,413	\$ 2,200,000	

BVSWMA, Inc.
Cash Flow

Price & Cost increase assumption				3%	3%	3%	3%	3%
	2023	2024	2025	2026	2027	2028	2029	2030
Landfill Volume								
City of College Station		73,500	73,500	73,500	73,500	73,500	73,500	73,500
City of Bryan		64,500	64,500	64,500	64,500	64,500	64,500	64,500
Third party		380,000	380,000	381,520	383,046	384,578	386,117	387,661
Total Tons		518,000	518,000	519,520	521,046	522,578	524,117	525,661
Landfill Rates								
City of College Station	\$	8.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Bryan	\$	8.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Third party	\$	29.06	\$ 29.06	\$ 29.93	\$ 30.83	\$ 31.75	\$ 32.71	\$ 33.69
OPERATING REVENUE								
Landfill Revenue	\$	11,865,216	\$ 11,042,800	\$ 11,419,580	\$ 11,809,216	\$ 12,212,147	\$ 12,628,825	\$ 13,059,721
Compost Facility	\$	218,289	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Other Operating Revenues	\$	2,282,302	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Total Operating Revenue	\$	14,365,808	\$ 13,342,800	\$ 13,719,580	\$ 14,109,216	\$ 14,512,147	\$ 14,928,825	\$ 15,359,721
OPERATING EXPENSES								
Other Expenses								
Debt Serv.Interest - City of College Station	\$	69,050	\$ 55,675	\$ 55,675	\$ 41,550	\$ 26,675	\$ 14,400	\$ 4,875
Debt Serv.Interest - City of Bryan	\$	76,043	\$ 67,001	\$ 57,386	\$ 44,825	\$ 36,657	\$ 22,657	\$ 8,057
Bad Debt - Uncollectible Accounts	\$	5,000	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
Contingency	\$	-	\$ 100,000	\$ 103,000	\$ 106,090	\$ 109,273	\$ 112,551	\$ 115,927
Community Support - Household Haz.Waste	\$	600,000	\$ 600,000	\$ 618,000	\$ 636,540	\$ 655,636	\$ 675,305	\$ 695,564
Community Support - Misc. Activities	\$	50,000	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,964
Total Other Expenses	\$	791,051	\$ 864,061	\$ 886,591	\$ 883,111	\$ 883,969	\$ 882,314	\$ 883,546
Maintenance Expense								
Maintenance - Computer Software	\$	30,000	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 34,778
Office Maintenance - Other	\$	1,000	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
Office Maintenance - Equipment	\$	1,000	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
Office Maintenance - Furniture	\$	9,000	\$ 7,000	\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115
Office Maintenance - Computer	\$	1,300	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
Maintenance - Building	\$	35,000	\$ 35,000	\$ 36,050	\$ 37,132	\$ 38,245	\$ 39,393	\$ 40,575
Maintenance - Grounds	\$	30,000	\$ 35,000	\$ 36,050	\$ 37,132	\$ 38,245	\$ 39,393	\$ 40,575
Maintenance - Fence & Gates	\$	13,500	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796
V&E Maintenance - Machine/Tool	\$	1,500	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,688	\$ 1,739
V&E Maintenance - Heavy Equipment	\$	500,000	\$ 500,000	\$ 515,000	\$ 530,450	\$ 546,364	\$ 562,754	\$ 579,637
V&E Maintenance - Radios	\$	11,800	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506	\$ 13,911
V&E Maintenance - Phones	\$	2,500	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377	\$ 3,478
V&E Maintenance - Pagers/Other	\$	6,000	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593
V&E Maintenance - Pumps/Motors	\$	20,000	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185
V&E Maintenance - Motor Vehicle	\$	15,000	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389
V&E Maintenance - Other	\$	3,500	\$ 3,500	\$ 3,605	\$ 3,713	\$ 3,825	\$ 3,939	\$ 4,057
Wet Weather Access	\$	400,000	\$ 300,000	\$ 309,000	\$ 318,270	\$ 327,818	\$ 337,653	\$ 347,782
Total Maintenance Expense	\$	1,081,100	\$ 980,000	\$ 1,009,400	\$ 1,039,682	\$ 1,070,872	\$ 1,102,999	\$ 1,136,089
Closure, Post Closure & Pre-Closure Costs								
Closure Costs - Twin Oaks LF	\$	209,316	\$ 260,668	\$ 261,432	\$ 262,200	\$ 262,971	\$ 263,746	\$ 264,523
Post Closure Maintenance Costs-Twin Oaks LF	\$	266,783	\$ 260,668	\$ 261,432	\$ 262,200	\$ 262,971	\$ 263,746	\$ 264,523
Pre-Closure & Interim Cover Costs-Twin Oaks	\$	122,345	\$ 133,843	\$ 134,235	\$ 134,630	\$ 135,026	\$ 135,423	\$ 135,822
Total Closure, Post Closure & Pre-Closure Costs	\$	598,444	\$ 655,178	\$ 657,100	\$ 659,031	\$ 660,969	\$ 662,914	\$ 664,868
Purchased Services								
Advertising & Promotional Services	\$	20,000	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185
Insurance - Liability & Property	\$	140,000	\$ 130,000	\$ 133,900	\$ 137,917	\$ 142,055	\$ 146,316	\$ 150,706
Other Services - Other	\$	18,000	\$ 18,000	\$ 18,540	\$ 19,096	\$ 19,669	\$ 20,259	\$ 20,867
Other Services - Contract Labor	\$	150,000	\$ 150,000	\$ 154,500	\$ 159,135	\$ 163,909	\$ 168,826	\$ 173,891
Other Services - Security	\$	25,000	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 34,778
Printing - External	\$	1,000	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319
Printing - Signs & Banners	\$	7,500	\$ 7,500	\$ 7,725	\$ 7,957	\$ 8,195	\$ 8,441	\$ 8,695
Prof. Service - Audit	\$	45,000	\$ 42,000	\$ 43,260	\$ 44,558	\$ 45,895	\$ 47,271	\$ 48,690
Prof. Service - Engineering	\$	200,000	\$ 200,000	\$ 206,000	\$ 212,180	\$ 218,545	\$ 225,102	\$ 231,855
Prof. Service - Legal	\$	45,000	\$ 45,000	\$ 46,350	\$ 47,741	\$ 49,173	\$ 50,648	\$ 52,167
Prof. Service - Medical	\$	1,000	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
Prof. Service - Spec. Studies	\$	-	\$ 35,000	\$ 36,050	\$ 37,132	\$ 38,245	\$ 39,393	\$ 40,575
Prof. Service - Other	\$	205,000	\$ 205,000	\$ 211,150	\$ 217,485	\$ 224,009	\$ 230,729	\$ 237,651
Rentals - Equipment	\$	65,000	\$ 65,000	\$ 66,950	\$ 68,959	\$ 71,027	\$ 73,158	\$ 75,353
Sundry - Credit Card Fees	\$	73,000	\$ 73,000	\$ 75,190	\$ 77,446	\$ 79,769	\$ 82,162	\$ 84,627
Sundry - Freight	\$	35,000	\$ 35,000	\$ 36,050	\$ 37,132	\$ 38,245	\$ 39,393	\$ 40,575
Sundry - Permits & Licenses	\$	5,000	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796
Sundry - Penalty & Interest	\$	500	\$ 500	\$ 515	\$ 530	\$ 546	\$ 563	\$ 580
Sundry - Postage	\$	1,500	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898
Sundry-Bank Service Charges	\$	500	\$ 500	\$ 515	\$ 530	\$ 546	\$ 563	\$ 580
Tech. Service - Janitorial	\$	50,000	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,964
Tech. Service - Pest Control	\$	4,500	\$ 4,500	\$ 4,635	\$ 4,774	\$ 4,917	\$ 5,065	\$ 5,217

Tech. Service - Inspection & License Fees	\$ 15,000	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389
Training - Inhouse Training	\$ -	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
Training - Memberships	\$ 7,000	\$ 7,000	\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115
Training - Outside Training	\$ 15,000	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389
Training - Subscriptions	\$ 2,500	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898
Training - Travel & Lodging	\$ 7,000	\$ 7,000	\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115
Training-Travel Meals & Ent.	\$ 2,000	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319
Utility Service - Cable Services	\$ 4,000	\$ 4,000	\$ 4,120	\$ 4,244	\$ 4,371	\$ 4,502	\$ 4,637
Utility Service - Disposal Fees	\$ 45,000	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020	\$ 46,371
Utility Service - Electric	\$ 75,000	\$ 75,000	\$ 77,250	\$ 79,568	\$ 81,955	\$ 84,413	\$ 86,946
Utility Service - Local Phone	\$ 3,500	\$ 3,500	\$ 3,605	\$ 3,713	\$ 3,825	\$ 3,939	\$ 4,057
Utility Service - Mobile Phone	\$ 12,000	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506	\$ 13,911
Utility Service - Water	\$ 55,000	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100	\$ 61,903	\$ 63,760
Total Purchased Services	\$ 1,335,500	\$ 1,360,500	\$ 1,401,315	\$ 1,443,354	\$ 1,486,655	\$ 1,531,255	\$ 1,577,192
Salaries & Benefits							
Administrative	\$ 591,086	\$ 650,000	\$ 669,500	\$ 689,585	\$ 710,273	\$ 731,581	\$ 753,528
Fulltime Labor	\$ 1,570,000	\$ 1,700,000	\$ 1,751,000	\$ 1,803,530	\$ 1,857,636	\$ 1,913,365	\$ 1,970,766
Overtime	\$ 530,000	\$ 575,000	\$ 592,250	\$ 610,018	\$ 628,318	\$ 647,168	\$ 666,583
Bonuses	\$ 54,000	\$ 54,000	\$ 55,620	\$ 57,289	\$ 59,007	\$ 60,777	\$ 62,601
FICA/Medicare & Unemployment Taxes	\$ 195,000	\$ 195,000	\$ 200,850	\$ 206,876	\$ 213,082	\$ 219,474	\$ 226,058
Retirement	\$ 378,000	\$ 378,000	\$ 389,340	\$ 401,020	\$ 413,051	\$ 425,442	\$ 438,206
Group Health Insurance	\$ 890,357	\$ 970,000	\$ 999,100	\$ 1,029,073	\$ 1,059,945	\$ 1,091,744	\$ 1,124,496
Group Life Insurance	\$ 9,968	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593
Workers Compensation	\$ 90,000	\$ 100,000	\$ 103,000	\$ 106,090	\$ 109,273	\$ 112,551	\$ 115,927
Group Long-Term Disability Insurance	\$ 9,930	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593
Supplemental Insurance	\$ 40,000	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020	\$ 46,371
Taxable Employee Benefits	\$ 7,800	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593
Non-Taxable Employee Benefits	\$ 243	\$ 500	\$ 515	\$ 530	\$ 546	\$ 563	\$ 580
Total Salaries & Benefits	\$ 4,366,384	\$ 4,692,500	\$ 4,833,275	\$ 4,978,273	\$ 5,127,621	\$ 5,281,450	\$ 5,439,894
Supplies							
Office Supplies - General	\$ 15,000	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389
Office Supplies - Minor Equipment	\$ 2,500	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898
Office Supplies - Computer Hardware	\$ 10,000	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593
Office Supplies - Computer Software	\$ 2,000	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319
V&E - Oil & Lubricants	\$ 80,000	\$ 80,000	\$ 82,400	\$ 84,872	\$ 87,418	\$ 90,041	\$ 92,742
V&E - Fuel	\$ 32,000	\$ 32,000	\$ 32,960	\$ 33,949	\$ 34,967	\$ 36,016	\$ 37,097
V&E - Diesel	\$ 1,000,000	\$ 1,000,000	\$ 1,030,000	\$ 1,060,900	\$ 1,092,727	\$ 1,125,509	\$ 1,159,274
V&E - Minor Tools	\$ 16,664	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185
V&E - Other	\$ 7,000	\$ 7,000	\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115
Clothing - Uniforms	\$ 23,000	\$ 23,000	\$ 23,690	\$ 24,401	\$ 25,133	\$ 25,887	\$ 26,663
Chemical - Janitorial	\$ 14,000	\$ 14,000	\$ 14,420	\$ 14,853	\$ 15,298	\$ 15,757	\$ 16,230
Chemical - Pesticide	\$ 1,200	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
Crew - Safety	\$ 15,000	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389
Misc. Supply - Promo Mater	\$ 7,000	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593
Misc. Supply - Goodwill	\$ 2,500	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898
Misc. Supply - Food & Ice	\$ 25,000	\$ 25,000	\$ 25,750	\$ 26,523	\$ 27,318	\$ 28,138	\$ 28,982
Misc. Supply - Other	\$ 20,000	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185
Total Supplies	\$ 1,272,864	\$ 1,279,000	\$ 1,317,370	\$ 1,356,891	\$ 1,397,598	\$ 1,439,526	\$ 1,482,712
NON-OPERATING REVENUES & (EXPENSES)							
Investment Income	\$ 1,200,000	\$ 800,000	\$ 824,000	\$ 848,720	\$ 874,182	\$ 900,407	\$ 927,419
Non-Operating Revenue	\$ 1,295	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898
Host Fee Expense	\$ (321,162)	\$ (331,520)	\$ (341,466)	\$ (351,710)	\$ (362,261)	\$ (373,129)	\$ (384,323)
Total Non Operating Revenue (Expense)	\$ 880,132	\$ 470,980	\$ 485,109	\$ 499,663	\$ 514,653	\$ 530,092	\$ 545,995
Summary							
Revenue	\$ 14,365,808	\$ 13,342,800	\$ 13,719,580	\$ 14,109,216	\$ 14,512,147	\$ 14,928,825	\$ 15,359,721
Total Expenses	\$ 8,565,210	\$ 9,360,259	\$ 9,619,942	\$ 9,860,680	\$ 10,113,032	\$ 10,370,365	\$ 10,638,305
Capital	\$ 6,119,727	\$ 5,462,000	\$ 4,482,000	\$ 4,320,000	\$ 4,230,000	\$ 2,801,413	\$ 2,200,000
Cash Flow	\$ (319,129)	\$ (1,479,459)	\$ (382,362)	\$ (71,463)	\$ 169,115	\$ 1,757,047	\$ 2,521,416
Cash and Investments							
	\$ 9,358,723						
Transfer to Rock Prairie Closure 9/30/23	\$ 9,039,594	\$ 7,560,135	\$ 7,177,773	\$ 7,106,310	\$ 7,275,424	\$ 9,032,472	\$ 11,553,887

BVSWMA, Inc.
Twin Oaks Closure Funds

Closure/Post Closure Cost Estimate

JBS Engineering February 6, 2024	\$	23,056,008	
Conservative Estimate		115%	
	\$	26,514,409	
Accrued to date 9/30/2023	\$	3,735,055	
Projected current FY	\$	476,099	
Remaining accrual	\$	22,303,255	
Remaining Airspace current FY		22,160,575	tons
Accrual Rate	\$	1.01	\$/ton

Interium Closure & Pre Post Closure

Assumed 25% of closure/post closure	\$	6,628,602	
Accrued to date 9/30/2023	\$	780,327	
Projected current FY	\$	122,345	
Remaining accrual	\$	5,725,930	
Remaining Airspace current FY		22,160,575	tons
Accrual Rate	\$	0.26	\$/ton

Year	2024	2025	2026	2027	2028	2029	2030	2031
Landfill Tons		518,000	519,520	521,046	522,578	524,117	525,661	527,212

Twin Oaks Closure/Post Closure Fund

Starting	\$	3,735,055	\$ 4,211,154	\$ 4,732,489	\$ 5,255,354	\$ 5,779,755	\$ 6,305,698	\$ 6,833,189	\$ 7,362,234
Additional Funds	\$	476,099	\$ 521,335	\$ 522,865	\$ 524,401	\$ 525,943	\$ 527,491	\$ 529,045	\$ 530,606
Ending	\$	4,211,154	\$ 4,732,489	\$ 5,255,354	\$ 5,779,755	\$ 6,305,698	\$ 6,833,189	\$ 7,362,234	\$ 7,892,841

Interium & Pre-Post closure Fund

Starting	\$	780,327	\$ 902,672	\$ 1,036,515	\$ 1,170,751	\$ 1,305,380	\$ 1,440,406	\$ 1,575,829	\$ 1,711,651
Rate/ton	\$	122,345	\$ 133,843	\$ 134,235	\$ 134,630	\$ 135,026	\$ 135,423	\$ 135,822	\$ 136,223
Ending	\$	902,672	\$ 1,036,515	\$ 1,170,751	\$ 1,305,380	\$ 1,440,406	\$ 1,575,829	\$ 1,711,651	\$ 1,847,874

BVSWMA, Inc.
Rock Prairies Closure Funds

Rock Prairie Closure & Post Closure Reserve

	2024	2025	2026	2027	2028	2029	2030	2031
PC Years Remaining	22	21	20	19	18	17	16	15
Starting	\$ 2,530,994	\$ 2,395,994	\$ 2,287,085	\$ 2,178,176	\$ 2,069,267	\$ 1,960,359	\$ 1,851,450	\$ 1,742,541
Additions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ (135,000)	\$ (108,908.81)	\$ (108,909)	\$ (108,909)	\$ (108,909)	\$ (108,909)	\$ (108,909)	\$ (108,909)
Ending	\$ 2,395,994	\$ 2,287,085	\$ 2,178,176	\$ 2,069,267	\$ 1,960,359	\$ 1,851,450	\$ 1,742,541	\$ 1,633,632

July 25, 2024
Item No. 7.2.

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on Parks and Recreation Cost Recovery Policy and User Fees.

Relationship to Strategic Goals:
Financial Sustainability

Recommendation(s): Staff recommends City Council receive the information and provide direction.

Summary:

At the May 13th 2024, City Council meeting, staff provided City Council with an update on the Parks and Recreation Cost Recovery Continuum.

At the time of the presentation, staff was working to complete the updated cost model using Fiscal Year 2023 actual data, revenue, direct cost, and participant counts. The updated model is completed and will be presented to City Council during the presentation. Additionally, staff bench-marked other Texas communities' residency differentiation fees and will provide City Council with data.

The Parks and Recreation Advisory Board discussed parks user fees and residency price differentiation at their June and July meetings.

Provided in the packet is a list of Parks and Recreation User Fees, this document is not an approved document, but a tool intended for discussion. The document shows existing fees and an increase model to show what a non-resident rate would be at 30%, 50% and 100%.

Staff will provide City Council with an update on the Parks and Recreation Cost Recovery Continuum, including the updated cost model, bench-mark data and information on current residential price differentiation and is seeking direction.

Budget & Financial Summary: Based on City Council direction staff will update the User Fee Resolution.

Attachments:

1. DRAFT Parks and Recreation User Fees Including Non Res Price Model (1)

Not a Approved **Document Intended for Discussion**						
Parks and Recreation User Fees	Resident	Non-Resident	Current	30%	50%	100%
Athletic Fields						
Athletic Field Rental One (1) Field, Per Day	\$315	\$378	20%	\$410	\$473	\$630
Athletic Field Rental One (1) Field, Per Hour	\$42	\$50	20%	\$55	\$63	\$84
Athletic Field Rental Deposit	Varies					
Lights for Field Rentals (Per Hour/Per Field)	\$32	\$38	20%	\$42	\$48	\$64
Bee Creek Batting Cage Rental, Per Hour	N/A	N/A				
Tournament/Event Rate	N/A	N/A				
Key Fee (New Annual Fee and Replacement Fee)	\$11 each	N/A				
Pavilions						
Bee Creek (100) / Oaks (40) Pavilions						
Monday – Thursday	\$210	\$252	20%	\$273	\$315	\$420
Friday – Sunday, and Holidays	\$263	\$315	20%	\$342	\$395	\$526
Central (200) / Bachmann (300) Pavilions						
Monday – Thursday	\$315	\$378	20%	\$410	\$473	\$630
Friday – Sunday, and Holidays	\$368	\$441	20%	\$478	\$552	\$736
John Crompton Park Pavilion (100)						
Monday – Thursday	\$210	\$252	20%	\$273	\$315	\$420
Friday – Sunday, and Holidays	\$263	\$315	20%	\$342	\$395	\$526
American Pavilion in Veterans Park (500)						
Monday – Thursday	\$368	\$440	20%	\$478	\$552	\$736
Friday – Sunday, and Holidays	\$420	\$500	19%	\$546	\$630	\$840
Dog Park Rentals - Steeplechase Park and University Park	\$158	\$190	20%	\$205	\$237	\$316
Pavilion Deposit	\$210	\$210				
Wolf Pen Creek						
Amphitheater Rentals Per Day						
Non-Commercial/Benefit Rental	\$1,100	\$1,300	18%	\$1,430	\$1,650	\$2,200
Professional/Commercial Rental	\$1,600	\$1,900	19%	\$2,080	\$2,400	\$3,200
Green Room Events ~ per hour, 2 hour minimum						
Non-Commercial/Benefit Rental	\$105	\$125	19%	\$137	\$158	\$210
Professional/Commercial Rental	\$126	\$152	21%	\$164	\$189	\$252
The Plaza at Wolf Pen Creek						
Rental (Includes Pavilion and Restrooms)	\$210	\$252	20%	\$273	\$315	\$420
Festival Site Rental						
Non-Commercial/Benefit Rental	\$790	\$945	20%	\$1,027	\$1,185	\$1,580
Professional/Commercial Rental	\$1,100	\$1,300	18%	\$1,430	\$1,650	\$2,200
Amphitheater & Festival Site Rental						
Non-Commercial/Benefit Rental	\$1,315	\$1,600	22%	\$1,710	\$1,973	\$2,630
Professional/Commercial Rental	\$1,850	\$2,205	19%	\$2,405	\$2,775	\$3,700
Green Room, Plaza, or Festival Site Deposit	\$210			\$273	\$315	\$420
Amphitheater Deposit	\$630			\$819	\$945	\$1,260
Transfer / Cancellation Fee Per Change	Per Rental Agreement					
Adult Sport Leagues						
Volleyball	\$330	N/A		\$429	\$495	\$660
Softball	\$430	N/A		\$559	\$645	\$860
Adult Team Sports - Per Team	\$430	N/A		\$559	\$645	\$860
Adult Team Sports - Per Individual	\$80	N/A		\$104	\$120	\$160
Ultimate Frisbee	\$25	N/A		\$33	\$38	\$50
Tennis Lessons Per Person	\$95	\$110	16%	\$124	\$143	\$190
Outside League Field Redevelopment Fee Per Team	\$100	\$120	20%	\$130	\$150	\$200
Outside League Per Game Contract Fee	\$16	\$20	25%	\$21	\$24	\$32
Instruction Fees Per Person						
All class fees will be set according to the individual needs of each class and are based on the City of College Station recovery policy.		20%		30%	50%	100%
Youth Sports Per Child						
Youth Sports without Field Redevelopment Fee	\$84	\$100	19%	\$109	\$126	\$168
Youth Sports with Field Redevelopment Fee	\$84	\$100	19%	\$109	\$126	\$168
Outside League Field Redevelopment Fee Per Child - Tier System	\$17	\$20	18%	\$22	\$26	\$34
Outside League Field Redevelopment Fee Per Child - Tier System	\$21	\$26	24%	\$27	\$32	\$42
Outside League Field Redevelopment Fee Per Child - Tier System	\$27	\$32	19%	\$35	\$41	\$54
Challenger Sports	\$16	\$18	13%	\$21	\$24	\$32
USTA Tennis League	\$105	\$126	20%	\$137	\$158	\$210
Tennis Lessons Per Person	\$95	\$115	21%	\$124	\$143	\$190
Start Smart Sport / Camps & Clinics	\$37	\$44	20%	\$48	\$56	\$74

Aquatic Facilities						
Swim Lessons 45-Minute Lesson	\$53	\$63	19%	\$69	\$80	\$106
Swim Lessons 25-Minute Lesson	\$48	\$57	19%	\$62	\$72	\$96
Stroke Clinic	N/A	N/A				
Water Fitness Pass	\$105	\$126	20%	\$137	\$158	\$210
Swim Team \$10 discount for each sibling	\$142	\$170	20%	\$185	\$213	\$355
Hallaran General Admission Per Person (Ages 3 and Up)	\$4					
Adamson General Admission Per Person (Ages 3 and Up)	\$7					
Discount Pass - 25 Swims - Hallaran	\$63	\$76	20%	\$82	\$95	\$126
Discount Pass - 25 Swims - College Station Pools	\$126	\$151	20%	\$164	\$189	\$252
Family Season Pass (Up to Five Family Members) Hallaran	\$263	\$316	20%	\$342	\$395	\$526
Family Season Pass (Up to Five Family Members) College Station Pools	\$365	\$438	20%	\$475	\$548	\$730
Fee for Additional Members in Excess of Five	\$32	\$38	20%	\$42	\$48	\$64
Individual Season Pass Hallaran	\$158	\$190	20%	\$205	\$237	\$316
Individual Season Pass College Station Pools	\$210	\$252	20%	\$273	\$315	\$420
Pool Rental Hallaran: Up to 100 people	\$263	\$315	20%	\$342	\$395	\$526
Pool Rental Adamson: Up to 100 people	\$394	\$468	19%	\$512	\$591	\$788
Pool Rental Adamson: 101 – 300 people	\$630	\$756	20%	\$819	\$945	\$1,260
Pool Rental Adamson: 301 – 600 people	\$840	\$1,010	20%	\$1,092	\$1,260	\$1,680
Deposit	\$210	\$210				
Transfer/Cancellation Fee for Pool Rentals	1/3 of rental fee					
Pool Parties Per Person – (2 Hours) Pavilion Party (Four-table Limit)	\$21					
Junior Lifeguard Program Per Person, Per Session	\$80	\$96	20%	\$104	\$120	\$160
Lifeguard Training Fee, Per Person	\$158	\$190	20%	\$205	\$237	\$316
WSI Class Fee, Per Person	\$158	\$190	20%	\$205	\$237	\$316
WSI + Lifeguard Training Fee, Per Person	\$210	\$252	20%	\$273	\$315	\$420
CPR/First Aid Certification Fee, Per Person	\$80	\$96	20%	\$104	\$120	\$160
Summer Day Camp (CSISD)	Up to 50% res. rate					
Southwood Community Center						
Senior Annual Membership Pass	\$27	\$32	19%	\$35	\$41	\$54
Non-Member Guest Pass Per Day	\$3	\$5	67%	\$4	\$5	\$6
Meeting Room Rental, Per Hour, 2 hour minimum	\$63	\$76	21%	\$82	\$95	\$126
Dance/Game Room Rental, Per Hour, 2 hour minimum	\$80	\$95	19%	\$104	\$120	\$160
Whole Facility Rental Per Hour, 2 hour minimum (Excludes Computer Lab)	\$147	\$180	22%	\$191	\$221	\$294
Meyer Community Center						
Senior Annual Membership Pass	\$27	\$32	19%	\$35	\$41	\$54
Non-Member Guest Pass Per Day	\$3	\$5	67%	\$4	\$5	\$6
Meeting Room Rental, Per Hour, 2 hour minimum	\$63	\$76	21%	\$82	\$95	\$126
Conference Room Rental, Per Hour, 2 hour minimum	\$48	\$57	19%	\$62	\$72	\$96
Activity Room Rental, Per Hour, 2 hour minimum	\$80	\$95	19%	\$104	\$120	\$160
Arts & Crafts Room Rental, Per Hour, 2 hour minimum	\$48	\$57	19%	\$62	\$72	\$96
Lick Creek Nature Center						
Meeting Room Rental, Per Hour, 2 hour minimum	\$105	\$126	20%	\$137	\$158	\$210
Outdoor Classroom, Per Hour, 2 hour minimum	\$37	\$45	22%	\$48	\$56	\$74
Amphitheater, Per Hour, 2 hour minimum	\$37	\$45	22%	\$48	\$56	\$74
Field Trips per student - residency would be CSISD	\$1	\$2				

Lincoln Center						
After School Program - Per Semester	\$80	\$95	19%	\$104	\$120	\$160
After School Program - Qualifying Families - Low Income	\$48	\$57	19%	\$62	\$72	\$96
Transportation Fee	\$48					
Summer Program - Per Session	\$63	\$76	21%	\$82	\$95	\$126
Late Pick Up Fee 1st 15 Minutes	\$6					
Each Additional Minute	\$2					
Membership Pass - Per Month	\$16	\$19	19%	\$21	\$24	\$32
Non-Member Guest Pass Per Day	\$4	\$6	50%	\$5	\$6	\$8
Gold Gym Half Court Rental per Hour	\$53	\$63	19%	\$69	\$80	\$106
Gold Gym Full Court Rental per Hour	\$80	\$95	19%	\$104	\$120	\$160
Gold Gym All Day Usage	\$473	\$568	20%	\$615	\$710	\$946
Purple Gym Half Court Rental per Hour	\$63	\$76	21%	\$82	\$95	\$126
Purple Gym Full Court Rental per Hour	\$90	\$108	20%	\$117	\$135	\$180
Purple Gym All Day Usage	\$483	\$580	20%	\$628	\$725	\$966
Concesstion Usage - Gold Gym	\$32	\$38	19%	\$42	\$48	\$64
Game Room - Per Hour	\$53	\$63	19%	\$69	\$80	\$106
Community Room - Per Hour	\$80	\$95	19%	\$104	\$120	\$160
Community Room - Kitchen Use Fee	\$37	\$42	14%	\$48	\$56	\$74
Activity Room Rental - Per Hour	\$63	\$76	21%	\$82	\$95	\$126
WA Tarrow Covered Basketball Pavilion - Mon - Thu	\$158	\$190	20%	\$205	\$237	\$316
WA Tarrow Covered Basketball Pavilion - Sun - Holidays	\$210	\$252	20%	\$273	\$315	\$420
After Hours Rental Charge	\$32	\$38	20%	\$42	\$48	\$64
Gold Gym Deposit	\$368	\$420	14%			
Purple Gym Deposit	\$368	\$420	14%			
Deposit WA Tarrow Coverd Basketball Pavillion	\$210					
Deposit Game Room	\$210					
Deposit Activity Room	\$210					
Deposit Community Room	\$263					
Transfer / Cancellation Fee Per Change* unless noted	\$21					

Document Legend
Shows a non-resident rate increased at 30%
Shows a non-resident rate increased at 50%
Shows a non-resident rate increased at 100%
Current price difference between resident/non-resident price
An opportunity for potential change
An opportunity to remove

July 25, 2024
Item No. 8.1.
FY25 Budget Public Hearing

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on the City of College Station FY2024-2025 Proposed Budget.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Hold public hearing on Proposed Budget and receive citizen input. Provide direction to staff on budget.

Summary: The City Charter requires that the City Council call and hold a public hearing on the proposed budget; and that after such public hearing, the Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%.

The Proposed Budget was presented to the City Council on July 8, 2024. Budget workshops were held to review the proposed budgets on July 15th and July 16th.

On July 8, 2024, the City Council called a public hearing on the FY2024-2025 Proposed Budget. A notice announcing the public hearing was published in accordance with City Charter and State Law requirements.

The FY2024-2025 Budget is scheduled to be adopted on August 22, 2024.

Budget & Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$366,160,031
Subtotal Capital:	174,351,642
Total Proposed Budget:	\$540,511,673

Attachments:

None

July 25, 2024
Item No. 8.2.
General Obligation Bonds Parameters Ordinance

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.

The ordinance authorizes the issuance of up to \$30,300,000 in GO Bonds with not more than \$13,200,000 in principal being issued for the voted projects and not more than \$17,100,000 in principal being issued for refunding the City's 2014 COs. The parameters that must be satisfied are: (i) the true interest cost of the Bonds issued for new money projects shall not exceed 4.500% per annum and the true interest cost of the Bonds issued for the refunding shall not exceed 3.650% per annum; (ii) the refunding must produce net present value debt service savings of at least 5.500%; (iii) the final maturity of the Bonds shall not exceed February 15, 2044 and (iv) the pricing must occur within one year. The blanks in Exhibit A of the ordinance are intentional and will be completed via the pricing certificate on the date of pricing.

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 15th through 17th 2024.

Attachments:

1. Ordinance (GO Imp and Ref Bonds Series 2024) (ver 1)
2. DRAFT 2024 Debt Issue

THE STATE OF TEXAS §
BRAZOS COUNTY §
CITY OF COLLEGE STATION, TEXAS §

1. The City Council convened in a regular meeting on June 25, 2024 at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

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

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried, with all members of the City Council shown present above voting "Aye," except as noted below:

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3. The Mayor of the City Council has approved and hereby approves the Ordinance; and the Mayor and the City Secretary of the City hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON JUNE 25, 2024

Tanya D. Smith
City Secretary

John Nichols
Mayor

(CITY SEAL)

ORDINANCE NO. 2024-[]

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 City now desires to refund all or part of its City of College Station Certificates of Obligation, Series 2014, the particular maturities of which may be selected and designated to be refunded by the Pricing Officer in the Pricing Certificate (the "Refunded Obligations");

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

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the City to enter into an escrow or similar agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such paying agent or trust company or commercial bank may agree;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the City to refund the Refunded Obligations in order to achieve a debt service savings, with such savings, among other information and terms to be included in the Pricing Certificate to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code and;

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

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 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; (ii) refunding the Refunded Obligations; and (iii) 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 \$30,300,000.

(c) Each Bond issued pursuant to this Ordinance shall be designated: "CITY OF COLLEGE STATION, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2024", 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 \$30,300,000 with not more than \$13,200,000 in principal being issued for purposes described in clause (i) of Section 1(b) (plus the portion of the costs of issuance) and not more than \$17,100,000 in principal being issued for purposes described in clause (ii) of Section 1(b) (plus the portion of the costs of issuance);

(ii) the true interest cost of the Bonds issued for purposes described in clause (i) of Section 1(b) shall not exceed 4.500% per annum and the true interest cost of the Bonds issued for purposes described in clause (ii) of Section 1(b) shall not exceed 3.650% per annum;

(iii) the refunding must produce net present value debt service savings of at least 5.500%;

(iv) the final maturity of the Bonds shall not exceed February 15, 2044;

(v) 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

(vi) 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 2024 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.* 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 2024. 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 2024. 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, Assistant City Manager/Chief Financial Officer and Director of Finance, 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 2024 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. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS; REDEMPTION OF REFUNDED OBLIGATIONS.

(a) In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the City with the escrow agent named therein, an escrow or similar agreement, which agreement will provide for the payment in full of the Refunded Obligations. In addition, the Pricing Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities, (as defined in the agreement), if any, and to authorize such contributions to the escrow fund as provided in the agreement.

(b) The City hereby directs that the Refunded Obligations be called for redemption on the dates and as set forth in the Pricing Certificate. Each of such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The paying agents for the Refunded Obligations are hereby authorized and directed to issue or cause to be issued the Notices of Redemption of the Refunded Obligations.

(c) In addition, the paying agent/registrars for the Refunded Obligations are hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of the Refunded Obligations and are hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent/registrars and shall not bear interest after the date fixed for redemption.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds placed in escrow with the Escrow Agent, pursuant to the Escrow Agreement.

Section 22. 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 25, 2024.

City Secretary; City of College Station

Mayor; City of College Station

(CITY SEAL)

APPROVED:

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



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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	\$2,500,000	\$15,500,000
Proposition B: Rock Prairie Road East corridor from Town Lake Drive to William D Fitch Parkway	\$16,100,000	\$2,000,000	\$14,100,000
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	\$2,400,000	\$19,600,000

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.

The "[-]" in this section are intentional.

NO. [R][T]-1	UNITED STATES OF AMERICA STATE OF TEXAS BRAZOS COUNTY	PRINCIPAL AMOUNT \$ _____
CITY OF COLLEGE STATION, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2024		

<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>	<u>CUSIP NO.</u>
_____	_____	August [], 2024	_____

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 February 15, 2025, 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 February 15, 2025, 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 August [], 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$6,570,000, for the following public purposes: (i) 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; (ii) refunding the Refunded Obligations; and (iii) paying costs of issuance of the Bonds (collectively, the "Projects").

ON FEBRUARY 15, 203[], or on any date thereafter, the Bonds of this Series maturing on February 15, 203[] 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, 20[-] (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 THE 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:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>

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 February 15, 2025 and on each August 15 and February 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

2024 Debt Issue

General Government 2022 General Obligation Authorization				
Park Projects				
	5,250,000	Bachmann Little League and Senior League/Soccer Buildings	PK2304	20 Yrs
	1,450,000	Pickleball/Futsal Courts	PK2305	7 Yrs
	1,500,000	Bee Creek and Central Tennis Courts	PK2306	7 Yrs
	5,000,000	Central Park Operations Shop	PK2309	20 Yrs
Total	\$	13,200,000		
All GOB Subtotal	\$	13,200,000		
General Government Certificates of Obligation				
Vertical, Facilities, IT Projects				
	5,000,000	Facilities Administrative Offices, for municipal departments	TBD	7 Yrs
	2,500,000	Facilities Administrative Offices, for municipal departments	GG2401	7 Yrs
	5,000,000	Facilities Administrative Offices, for municipal departments	TBD	20 Yrs
	12,500,000	Existing Facilities Upgrades/New Facilities Projects		7 & 20 Yrs
	1,100,000	New City-Wide Fiber	TBD	7 Yrs
Total	\$	13,600,000		
Streets				
	500,000	Streets Revolver	ST2301	20 Yrs
	5,000,000	City-Wide Sidewalks/Paths	TBD	20 Yrs
Total	\$	5,500,000		
Parks				
	2,500,000	Parks Revolver	TBD	7 Yrs
	5,200,000	Parks and Recreational Facilities	TBD	20 Yrs
Total	\$	7,700,000		
Governmental CO Subtotal	\$	26,800,000		
Utility Certificates of Obligation				
Water Projects				
	1,000,000	Lincoln Avenue Rehab	WA1900002	20 Yrs
	500,000	New Water Wells	WA2400	20 Yrs
	500,000	New Wells Collection Line	WA2401	20 Yrs
Total	\$	2,000,000		
Wastewater Projects				
	3,000,000	CC Diversion Lift Station & Force Main	WW1800002	20 Yrs
	1,500,000	CCWWTP Outfall Rehabilitation	WW2202	20 Yrs
Total	\$	4,500,000		
Electric Projects				
	700,000	General Plant	Various	20 Yrs
	6,600,000	Overhead & Underground Imp.; Distribution	Various	20 Yrs
	2,700,000	Transmission Projects	Various	20 Yrs
Total	\$	10,000,000		
Utility CO Subtotal	\$	16,500,000		29.20%
All CO Subtotal	\$	43,300,000		
Total Debt Issue	\$	56,500,000		
Est. Issuance Costs (0.75% of total debt issued)	\$	424,000		
Total	\$	56,924,000		

July 25, 2024
Item No. 8.3.
Certificates Parameters Ordinance

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 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 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.

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 May 23, 2024, Council approved a resolution directing staff to publish the City's notice of intent to issue the CO's, as required by law. On May 30th and June 6th 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, 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.

The ordinance authorizes the issuance of up to \$43,300,000 for: (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) fiber optic transmission materials; (iii) parks and recreational facilities (except those submitted to voters in Propositions C and E in the November 8, 2022 election); (iv) administrative

office and departmental space for governmental functions of the city including the public works department, utility department, municipal court, fire department, and cemetery department; (v) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, outfall, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (vi) the payment of fiscal, engineering and legal fees incurred in connection therewith.

The parameters that must be satisfied are: (i) the aggregate principal amount of the Certificates shall not exceed \$43,300,000; (ii) the true interest cost of the Certificates shall not exceed 4.500% per annum; (iii) the final maturity of the Certificates shall not exceed February 15, 2044, and (iv) the pricing must occur within 90 days. The blanks in Exhibit A of the ordinance are intentional and will be completed via the pricing certificate on the date of pricing.

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 15th through 17th 2024.

Attachments:

1. Ordinance (CO Series 2024) (ver 1)
2. DRAFT 2024 Debt Issue

THE STATE OF TEXAS §
BRAZOS COUNTY §
CITY OF COLLEGE STATION, TEXAS §

1. The City Council convened in a regular meeting on June 25, 2024 at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

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

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried, with all members of the City Council shown present above voting "Aye," except as noted below:

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3. The Mayor of the City Council has approved and hereby approves the Ordinance; and the Mayor and the City Secretary of the City hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON JUNE 25, 2024

Tanya D. Smith
City Secretary

John Nichols
Mayor

(CITY SEAL)

ORDINANCE NO. 2024-[_____]

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 May 23, 2024, 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 \$43,300,000 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) fiber optic transmission materials; (iii) parks and recreational facilities (except those submitted to voters in Propositions C and E in the November 8, 2022 election); (iv) administrative office and departmental space for governmental functions of the city including the public works department, utility department, municipal court, fire department, and cemetery department; (v) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, outfall, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (vi) 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 \$43,300,000;
- (ii) the true interest cost of the Certificates shall not exceed 4.500% per annum;
- (iii) the final maturity of the Certificates shall not exceed February 15, 2044;

(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 2024."

(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 2024 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 2024. 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 2024. 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 and Director of Finance, 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 2024 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 25, 2024.

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.

The '[' in this section are intentional.

NO. [R][T]-1

UNITED STATES OF AMERICA
STATE OF TEXAS
BRAZOS COUNTY

PRINCIPAL
AMOUNT
\$ _____

CITY OF COLLEGE STATION, TEXAS
CERTIFICATE OF OBLIGATION,
SERIES 2024

<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>	<u>CUSIP NO.</u>
_____	_____	August [], 2024	_____

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 February 15, 2025, and semiannually on each August 15 and February 15 thereafter until maturity or prior redemption; except that if this Certificate is required to be authenticated and the date of its authentication is later than February 15, 2025, such interest is payable semiannually on each August 15 and February 15 following such date.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity or redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office

in Dallas, Texas (the "Designated Trust Office") of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, 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 August [], 2024, 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 FEBRUARY 15, 203[], or on any date thereafter, the Certificates of this Series maturing on February 15, 203[] 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, 20[-] (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 THE 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)

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:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
□		

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 February 15, 2025 and on each August 15 and February 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

2024 Debt Issue

General Government 2022 General Obligation Authorization				
Park Projects				
	5,250,000	Bachmann Little League and Senior League/Soccer Buildings	PK2304	20 Yrs
	1,450,000	Pickleball/Futsal Courts	PK2305	7 Yrs
	1,500,000	Bee Creek and Central Tennis Courts	PK2306	7 Yrs
	5,000,000	Central Park Operations Shop	PK2309	20 Yrs
Total	\$	13,200,000		
All GOB Subtotal	\$	13,200,000		
General Government Certificates of Obligation				
Vertical, Facilities, IT Projects				
	5,000,000	Facilities Administrative Offices, for municipal departments	TBD	7 Yrs
	2,500,000	Facilities Administrative Offices, for municipal departments	GG2401	7 Yrs
	5,000,000	Facilities Administrative Offices, for municipal departments	TBD	20 Yrs
	12,500,000	Existing Facilities Upgrades/New Facilities Projects		7 & 20 Yrs
	1,100,000	New City-Wide Fiber	TBD	7 Yrs
Total	\$	13,600,000		
Streets				
	500,000	Streets Revolver	ST2301	20 Yrs
	5,000,000	City-Wide Sidewalks/Paths	TBD	20 Yrs
Total	\$	5,500,000		
Parks				
	2,500,000	Parks Revolver	TBD	7 Yrs
	5,200,000	Parks and Recreational Facilities	TBD	20 Yrs
Total	\$	7,700,000		
Governmental CO Subtotal	\$	26,800,000		
Utility Certificates of Obligation				
Water Projects				
	1,000,000	Lincoln Avenue Rehab	WA1900002	20 Yrs
	500,000	New Water Wells	WA2400	20 Yrs
	500,000	New Wells Collection Line	WA2401	20 Yrs
Total	\$	2,000,000		
Wastewater Projects				
	3,000,000	CC Diversion Lift Station & Force Main	WW1800002	20 Yrs
	1,500,000	CCWWTP Outfall Rehabilitation	WW2202	20 Yrs
Total	\$	4,500,000		
Electric Projects				
	700,000	General Plant	Various	20 Yrs
	6,600,000	Overhead & Underground Imp.; Distribution	Various	20 Yrs
	2,700,000	Transmission Projects	Various	20 Yrs
Total	\$	10,000,000		
Utility CO Subtotal	\$	16,500,000		29.20%
All CO Subtotal	\$	43,300,000		
Total Debt Issue	\$	56,500,000		
Est. Issuance Costs (0.75% of total debt issued)	\$	424,000		
Total	\$	56,924,000		

July 25, 2024
Item No. 8.4.
UDO Amendment - Certifications

Sponsor: Anthony Armstrong, Director of Planning and Development

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 8, "Subdivision Design and Improvements", Section 8-9, "Certifications" of the Code of Ordinances of the City of College Station.

Relationship to Strategic Goals:

Good Governance

Core Services and Infrastructure

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

Summary: During the processing of a recent right-of-way abandonment application, City staff identified rights-of-way have been acquired by the City—in fee simple instead of by easement since 2011. The dedication of rights-of-way by fee simple to the City means that the right-of-way becomes property the City then owns outright, versus having a right-of-way easement over the land that gives the City the right to use the property for the described purpose(s). Owning right-of-way in fee simple means that abandonment of these areas requires the City to participate in a land transaction in order to transfer ownership of the property, versus processing a standard right-of-way abandonment application and hosting a public hearing in which the City's easement can be relinquished. Of note, owning right-of-way in fee simple is not a common practice in other Cities.

Budget & Financial Summary: N/A

Attachments:

1. Section 8.9 Certifications redline
2. Certification Ordinance

Sec. 8.9. Certifications.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS)

COUNTY OF BRAZOS)

I (we) _____, the owner(s) and developer(s) of the land shown on this plat, and designated herein as the _____ subdivision to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed. ~~All such dedications shall be in fee simple unless expressly provided otherwise.~~

Owner(s)

STATE OF TEXAS)

COUNTY OF BRAZOS)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20__.

Notary Public, Brazos County, Texas

(Seal)

CERTIFICATE OF SURVEYOR AND/OR ENGINEER

STATE OF TEXAS)

COUNTY OF BRAZOS)

I, _____, Registered Public Surveyor (Engineer), No. _____, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Surveyor (Engineer)

CERTIFICATE OF CITY ENGINEER

I, _____, City Engineer of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.

City Engineer, City of College Station

CERTIFICATE OF PLANNING AND ZONING COMMISSION (for plat requiring discretionary authority)

I, _____, Chair of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the ____ day of _____, 20__.

Planning and Zoning Commission Chair, City of College Station

CERTIFICATE OF THE COUNTY CLERK

Leave a space four (4) inches wide and two (2) inches tall for the Certificate of the County Clerk.

CERTIFICATE OF THE COUNTY CLERK
--

County Clerk, Brazos County, Texas

CERTIFICATE OF ADMINISTRATOR

I, _____, Administrator of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.

Administrator, City of College Station

CERTIFICATE OF APPROVAL (for plats in the extraterritorial jurisdiction)

This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas as the final plat of such subdivision on ____ day of _____, 20__. Signed this the ____ day of _____, 20__.

County Judge, Brazos County, Texas

CERTIFICATE OF NO ACTION TAKEN

I, _____, Administrator, hereby certify that the plat was filed with the Planning and Development Services Department on the ____ day of _____ and that the City of College Station failed to act on the plat within 30 days after the plat was filed.

Administrator, City of College Station

(Ord. No. 2023-4453, Pt. 1(Exh. A), 8-10-2023; Ord. No. 2024-4496, Pt. 1(Exh. I), 1-25-2024)

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 8, “SUBDIVISION DESIGN AND IMPROVEMENTS,” SECTION 8.9, “CERTIFICATIONS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO CERTIFICATE OF OWNERSHIP AND DEDICATION; 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 8, “Subdivision Design and Improvements”, Section 8.9, “Certifications” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** 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 8, “Subdivision Design and Improvements”, Section 8.9, “Certifications” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8.9.-Certifications.**CERTIFICATE OF OWNERSHIP AND DEDICATION****STATE OF TEXAS****COUNTY OF BRAZOS**

I (we) _____, the owner(s) and developer(s) of the land shown on this plat, and designated herein as the _____ subdivision to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed.

Owner(s)

STATE OF TEXAS**COUNTY OF BRAZOS**

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this _____ day of _____, 20____.

Notary Public, Brazos County, Texas

(Seal)

CERTIFICATE OF SURVEYOR AND/OR ENGINEER**STATE OF TEXAS****COUNTY OF BRAZOS**

I, _____, Registered Public Surveyor (Engineer), No. _____, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Surveyor (Engineer)

CERTIFICATE OF CITY ENGINEER

I, _____, City Engineer of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.

City Engineer, City of College Station

CERTIFICATE OF PLANNING AND ZONING COMMISSION**(for plat requiring discretionary authority)**

I, _____, Chair of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the _____ day of _____, 20____.

Planning and Zoning Commission Chair, City of College Station

CERTIFICATE OF THE COUNTY CLERK

Leave a space four (4) inches wide and two (2) inches tall for the Certificate of the County Clerk.



County Clerk, Brazos County, Texas

CERTIFICATE OF ADMINISTRATOR

I, _____, Administrator of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.

Administrator, City of College Station

CERTIFICATE OF APPROVAL

(for plats in the extraterritorial jurisdiction)

This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas as the final plat of such subdivision on _____ day of _____, 20____. Signed this the _____ day of _____, 20____.

County Judge, Brazos County, Texas

CERTIFICATE OF NO ACTION TAKEN

I, _____, Administrator, hereby certify that the plat was filed with the Planning and Development Services Department on the _____ day of _____ and that the City of College Station failed to act on the plat within 30 days after the plat was filed.

Administrator, City of College Station

July 25, 2024

Item No. 11.1.

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